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STATE EMPLOYMENT  
RELATIONS BOARD

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Negotiated Agreement

Between

Midview Local Board of Education

And

Local #186

Of

Ohio Association of Public School Employees

One Year Contract  
2013-2014

Three Year Contract  
2014-2017

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**AGREEMENT  
BETWEEN  
MIDVIEW LOCAL SCHOOL DISTRICT BOARD OF EDUCATION  
AND  
LOCAL #186, OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES**

The Board of Education of the Midview Local School District ("Board") and Local #186, Ohio Association of Public School Employees (OAPSE Local #186) do hereby agree as follows:

**ARTICLE 1 – RECOGNITION**

- 1.01 The Board of Education of the Midview District recognizes for the life of this Agreement and until changed pursuant to the Ohio Revised Code 4117, the Ohio Association of Public School Employees on behalf of Local #186, hereinafter referred to as "OAPSE" or "the union", as the sole and exclusive representative for all regularly employed Library Paraprofessionals, Special Needs Paraprofessionals, Educational Monitors/Bus Monitors, Custodial, Cafeteria, Transportation, Secretarial, PBX Operator/Secretary IV, Technical Paraprofessional, Mechanic, Maintenance, Adult Laborer, Food Run Driver and Bus Driver bargaining unit members, excluding the Lunchroom, Maintenance, and Transportation Supervisors, the Central Office Staff including EMIS (position in OAPSE until April 30, 2014), the Fiscal Office Staff, Substitutes in all areas, Summer and Student Workers.
- 1.02 Both parties agree that all members of the bargaining unit have the right to join, participate in and assist OAPSE, and the right to refrain from such without intimidation or coercion.
- 1.03 This recognition constitutes an agreement between the Board and OAPSE to negotiate the terms and conditions of employment for bargaining unit members.
- 1.04 Change in recognition shall be in accordance with the provisions of O.R.C., Chapter 4117.

**ARTICLE 2 – DUES DEDUCTION AND FAIR SHARE FEE**

- 2.01 Dues Deduction
- A. The Board agrees to deduct from the pay of bargaining unit members OAPSE dues when so authorized in writing by each bargaining unit member. The Board Treasurer shall monthly send withheld dues to OAPSE, Local #186, Treasurer, along with an accounting showing names and amounts withheld.
- B. OAPSE membership dues deducted under this Article shall be in fifteen (15) equal deductions for nine (9) month bargaining unit members and twenty (20)

equal deductions for twelve (12) month bargaining unit members starting with the second paycheck in October.

- C. Individual authorization forms agreed upon by Local #186, OAPSE and the Board of Education shall be furnished by Local #186 and when executed shall be filed by Local #186 with the Treasurer of the Board of Education.
- D. The Board agrees not to honor any dues deduction authorizations executed by any bargaining unit member in the bargaining unit in favor of any labor organization other than OAPSE.

#### 2.02 Fair Share Fee

- A. The Board shall deduct a fair share fee from all bargaining unit members per Article 1.01 of the negotiated agreement:

#### 2.03 Amounts and Schedule

- A. Notice of the amount of the annual fair share fee shall be transmitted by the union to the Treasurer of the Board on or about September 15 of each year for the purpose of determining amounts to be payroll-deducted. The fair share fee shall be deducted in twenty (20) equal payments for 12-month employees and fifteen (15) equal payments for 9-month employees starting with the second paycheck in October.
- B. The Board agrees to promptly transmit all amounts deducted to the union. The Board further agrees to accompany each such transmittal with a list of the names of the members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- C. The Treasurer of the Board shall, upon notification from the union that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

#### 2.04 Rebate Procedure

- A. The union represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the union and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

- B. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the union's work in the realm of collective bargaining. Upon timely demand, non-members may apply to the union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the union.

2.05 Indemnification

- A. The union agrees to indemnify the Board for any cost or liability, including punitive damages, incurred as a result of the implementation and enforcement of this provision provided that:
1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.
  2. The union shall reserve the right to designate counsel to represent and defend the employee.
  3. The Board agrees to (1) give full and complete cooperation and assistance to the union and its counsel at all levels of the proceeding, (2) permit the union or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the union or its affiliates' application to file briefs amicus curiae in the action.
  4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.
  5. The above fair share fee provision shall be an exclusive right of the union not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the OAPSE.

**ARTICLE 3 – NEGOTIATION PROCEDURE**

- 3.01 Negotiations may be initiated by either party by written request to the other not more than one hundred twenty (120) days or less than thirty (30) days prior to the expiration of this Agreement. A request initiated by OAPSE shall be sent to the Superintendent; a request initiated by the Board shall be sent to the President of OAPSE Local #186.
- 3.02 Each negotiating team will consist of no more than eight (8) members. Neither party shall have control over the selection of the other party's team. All members of the OAPSE negotiating team shall be employees of the Midview Local Schools, plus the OAPSE field representative.

OAPSE and the Board will meet and agree to the appropriate dates on which negotiation team members will hold pre-negotiations meetings during regularly scheduled work hours. Each meeting will be for a period of not less than 4 hours, with a limit of 16 hours for all meetings combined. Time spent in these meetings (up to the 16 hours maximum) will not be required to be made up by the employee.

- 3.03 Negotiations meetings shall, insofar as possible, be scheduled so as not to interfere with the bargaining unit member's work schedules. With the agreement of both parties, negotiations may be scheduled during school hours. Meetings may be held in a neutral area. There shall be no loss of pay for the negotiating team members.
- 3.04 The Board's designated representatives and the OAPSE's designated representatives shall negotiate in good faith. "Good faith" requires that OAPSE and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith requires both parties to recognize negotiations as a shared process. The obligation of the Board and OAPSE to meet for purposes of professional negotiations does not compel either party to agree to a proposal nor require the making of a concession.
- 3.05 Until negotiations are completed, each meeting shall include time, place, and agenda for the next subsequent meeting.
- 3.06 The chairperson of either group may temporarily recess the meeting for the purpose of individual caucus at any time. The time of any caucus shall not exceed thirty (30) minutes in length unless otherwise agreed to by both parties.
- 3.07 As negotiated items are agreed upon, they shall be reduced to writing and initialed by each party. This initialing shall be construed as tentative agreement by both parties on that item or issue, subject to finalization by ratification by membership of the union and adoption by the Board.
- 3.08 While negotiations are continuing, there shall be only joint media releases on information relating to negotiations with no restriction on factual information delivered by the teams to their respective groups.
- 3.09 No final agreement shall be executed without ratification by OAPSE members and adoption by the Board. However, the negotiating teams will have the authority to make proposals, consider proposals, and determine items acceptable to both parties in negotiations.
- 3.10 In the event negotiations are not concluded within sixty (60) days from the first negotiations session, either party shall have the option of declaring a bargaining impasse. If impasse is declared, both parties within ten (10) days shall then request the Federal Mediation and Conciliation Service to furnish a mediator to aid the parties in reaching an agreement.

- 3.11 Mediation, as described in this Article constitutes the parties mutually agreed upon and exclusive dispute settlement procedure and shall operate in lieu of any and all of the dispute settlement procedures set forth in the Ohio Revised Code. This Article does not diminish or preclude the legal right to strike.
- 3.12 It will be the responsibility of OAPSE #186 to see that each member of the bargaining unit is informed of this Agreement. The Board will reproduce an adequate number of copies of this Agreement for each member of the bargaining unit.
- 3.13 No action to coerce, censor, or penalize any participant in negotiations shall be made or implied by any other negotiator or member of either party.
- 3.14 The Board retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Ohio and of the United States limited only by the specific and express terms of this Agreement.
- 3.15 This Agreement supersedes all previous agreements between the Board and the union. If any provision of this Agreement, or any application of the Agreement to the bargaining unit or the Board is determined by final judgment of a court to be contrary to law (giving consideration to the provisions of Ohio Revised Code Section 4117.10(A)), then such provision or application shall be deemed invalid to the extent contrary to law, but all other provisions shall be in full force and effect for the term of this Agreement.

#### ARTICLE 4 – GRIEVANCE PROCEDURE

- 4.01 The union and the Board recognize that, in the interest of effective personnel management, a procedure is necessary whereby bargaining unit members can be assured of a prompt, impartial, and fair hearing on their grievances. Each bargaining unit member is assured of freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her grievance. A bargaining unit member shall have the right to present his/her own grievance or be represented at all levels of the grievance procedures by an OAPSE representative of his/her choice. The primary purpose of this procedure shall be to obtain at the lowest administrative level, and in the shortest period of time, equitable solutions to grievances which may arise from time to time. Both the Board and the union agree that grievance proceedings shall be handled in a confidential manner, to the extent allowed by law.
- 4.02 Definitions
- A. Grievance: A complaint involving the alleged violation, misinterpretation, or misapplication of the terms of the Agreement.
- B. Grievant: The bargaining unit members making the grievance.

- C. Days: Regular work days unless otherwise indicated. During periods when school is not in session days shall mean calendar days (exclusive of Saturday, Sunday, and holidays).

#### 4.03 Time Limits

- A. Maximum Limits

The number of days indicated at each step is considered a maximum. The time limits specified may be extended by mutual written agreement of the parties involved.

- B. Date for Filing Grievance

If a written grievance is not filed within twenty (20) days of the date the grievant knew or should have known of the grievance, the grievance is waived.

- C. Failure to Appeal

Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean that the grievance has been resolved by the recommendations stated in the previous level.

- D. Failure of Administrator or Board to Respond

The failure of an Administrator or the Board to respond at any step of the grievance procedure within the time limits specified shall permit the grievant to proceed to the next step of the procedure.

#### 4.04 Procedure

- A. Level 1 – Informal Resolution

Any bargaining unit member who has a grievance shall discuss it first with his/her principal or immediate supervisor in an attempt to resolve the matter informally at that level. This discussion must be initiated within five (5) days.

- B. Level 2 – Director of Business Affairs/Designee

If, as a result of the discussion in Level 1 the matter is not resolved to the satisfaction of the grievant, the grievant may file a written grievance with the Superintendent/Designee and request a meeting to discuss the grievance.

1. The grievance shall be submitted in writing on the grievance form provided on Attachment A of this contract. The form must be completed

in its entirety and signed by the grievant. The grievance decisions form must also be completed as indicated and signed at each level by the appropriate administrative representative and the grievant or union representative.

2. A meeting date and time shall be mutually agreed upon between the aggrieved and the administrator within five (5) days of the filing of the grievance. Either the aggrieved or the administrator, or both, may have present at said meeting such persons as may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.
3. The Superintendent/Designee shall communicate his/her response to the grievance in writing to the grievant within five (5) days of the grievance meeting which shall set forth reasons to support that decision. In addition, a copy of the written grievance and response shall be sent to the Superintendent and OAPSE Local President.

C. Level 3 – Superintendent

If the grievance is not resolved to the grievant's satisfaction at level 2, he/she may within five (5) days submit the grievance to the Superintendent or the Superintendent's designee and request a meeting to discuss the grievance. The appeal to the Superintendent may be made only with the written recommendation of the OAPSE Grievance Committee, if such a committee exists at the time of the grievance, and must set forth the grounds upon which the grievance is based.

1. The meeting shall be within five (5) days of the request with the grievant and his/her choice of local representative and/or field representative.
2. The meeting shall be conducted as stated in Level 1.
3. The Superintendent or his/her designee shall communicate the decision in writing to the grievant within five (5) days of receipt of the grievance, which shall set forth reasons to support that decision.
4. The Superintendent and the OAPSE Grievance Committee may agree to attempt to resolve the grievance at this level through mediation with the Federal Mediation and Conciliation Service in an effort to avoid arbitration. This will not be utilized as an alternative to arbitration but as an additional tool for resolution prior to arbitration.

D. Level 4 – Board of Education

If the grievance is not resolved to the grievant's satisfaction at Level 3, he/she may within five (5) days submit the grievance to the Board of Education. The notice of appeal shall be sent to the Superintendent and a copy filed with the Board Treasurer.

1. Upon request of the grievant, the Board shall conduct a hearing with the grievant. The Superintendent shall place the matter on the agenda for the next meeting of the Board. Notice of appeal must be received ten (10) days before the scheduled Board meeting or it will be scheduled on the following month's Board meeting. The aggrieved bargaining unit member shall have the right to be represented at such meeting by the OAPSE representative of his/her choice. The Board shall hear the grievance. The Board of Education shall issue its decision in writing no later than five (5) days after the next regularly scheduled Board meeting.
2. Copies of the action shall be sent to the bargaining unit member, Superintendent, and building principal or supervisor and OAPSE President. This paragraph shall not be construed to deny the Board the right to accept part(s) of the relief sought by the aggrieved and any others. However, if the aggrieved elects to proceed to Level 5, then all relief(s) sought must be taken to Level 5 as a unit.

E. Level 5 – Arbitration

If the grievance is not resolved to the grievant's satisfaction at Level 4, OAPSE may within twenty (20) days, submit the grievance to arbitration by giving written notice to the Board's Treasurer of its intention to do so. Not later than ten (10) days after such notice is given, Board and OAPSE representatives shall mutually request a panel of nine (9) names from the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall be selected using the alternate strike method, by flipping a coin to determine who strikes first. The arbitrator shall hold the necessary hearing promptly and issue his/her written decision within the time specified by the voluntary rules or within such other time as may be agreed. Decisions of the arbitrator that are consistent with the Board's and OAPSE's legal authority and pertain exclusively to the provisions of the Agreement shall be binding. The cost and expenses of the arbitrator shall be paid equally by both parties.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of an issue presented that is proper with the limitations expressed herein.

- F. Failure to meet the timelines set forth herein shall result in waiver of the grievance if failure is on the part of the Union or automatic progression to the next step if it is on the part of the Board.

#### ARTICLE 5 – LEAVES

5.00 Except in extraordinary circumstances, all leaves will be recorded in AESOP (or a substantially similar human resources program). When leave cannot, due to extraordinary circumstances, be recorded in AESOP, the member shall contact their immediate Supervisor or designee as soon as possible.

5.01 Assault Leave

Bargaining unit members, absent from assigned duties because of physical disability directly resulting from a physical assault occurring during the performance of their employment assignment, will be maintained on a full pay status during the period of approved absence.

- A. Assault leave shall not be based on a predetermined number of days nor shall accrual of assault leave be earnable. The Superintendent, or his/her designee, may grant, upon the request of a bargaining unit member, up to five (5) days of assault leave with full pay. Should the bargaining unit member request additional days of assault leave, the Superintendent, or his/her designee shall have the sole discretion of extending the five (5) days assault leave previously granted to an additional fifteen (15) days with full pay.
- B. Bargaining unit members who have been physically attacked or a witness to the attack, if any, shall make an immediate report of the attack to the building principal or such other school administrator who may be on duty. A written report shall be made by the bargaining unit member to the proper school administrator before the end of the day or as soon as the bargaining unit member is physically able. Such report shall contain all relevant facts and include the names of teachers, students, and/or other persons who were witness or may have participated in the attack.
- C. Any employee seeking assault leave shall be required to file juvenile or criminal charges against the person(s) making the assault, and to testify as a witness in connection with any juvenile, criminal and/or school disciplinary action taken against the offender. This requirement may be waived at the discretion of the Superintendent in appropriate circumstances. If court action results, the employee and any witnesses shall be granted leave of their professional duties and a qualified substitute provided with no loss of pay for days in court as may be requested by their legal counsel, court officials, and law enforcement officers.

- D. Bargaining unit members absent from assigned duties as a result of a physical attack on the bargaining unit member by another person during the period of their employment assignment shall submit a signed request for assault leave on forms developed by the school administrators immediately upon their return to their regular assignment. A certificate from a licensed physician stating the nature of the disability and its duration shall be required before assault leave can be paid and before the bargaining unit member may be allowed to resume his/her regular assignment. The Superintendent may request additional information from the employee to substantiate the need for and duration of the leave.
- E. Assault leave approved under rules adopted by the Board of Education shall not be charged against sick leave earned by the bargaining unit member.
- F. Bargaining unit members who have filed complaints of physical assault suffered during their employment assignment in an appropriate court and who are required by the court to be absent from assigned duties at a later date for purposes of appearing in court may request assault leave with full pay for the day(s) of absence required by the court.
- G. Falsification of either a signed statement or a physician's certificate shall be grounds for suspension or termination of employment.

#### 5.02 Personal Leave

- A. Bargaining unit members shall be granted up to three (3) days per year of unrestricted personal leave. Unused personal leave will roll over into sick leave yearly on July 1<sup>st</sup>.
- B. Personal leave may not be used for rest or recreation, to extend holidays or recesses, to provide a vacation for social or fraternal functions, to attend business trips with a spouse, or to engage in or seek other employment, and cannot be taken when use of sick leave is appropriate.
- C. Personal leave may not be used the first or last week of school, or three days before or after a vacation/holiday without prior approval of the Superintendent, or his/her Designee, which will only be granted on an emergency basis, with no result in loss of pay.

#### 5.03 Sick Leave

Each bargaining unit member is entitled to one and one-quarter (1-1/4) days of sick leave for each completed month of service (fifteen (15) days per year) with unlimited accumulation. Such time will be converted to hours and accumulated and used according to Ohio Law. Employees who exhaust all accumulated sick leave will be advanced up to five (5) days of sick leave, which must be repaid by the employee before any additional advancements are made.

- A. A bargaining unit member may be absent from regular duties because of personal illness for a period not to exceed his/her total number of days of accumulated sick leave without loss of pay.
- B. Absence because of illness in the immediate family may be granted and charged against the accumulated sick leave.
- C. Sick leave will not be charged for days schools are not in session.
- D. During sick leave the bargaining unit member cannot be gainfully employed by another employer.
- E. When sick leave is exhausted, a bargaining unit member may use available personal leave days consistent with the provisions of this Article (5.03).
- F. Bargaining unit members on sick leave or reasonably expected to be on sick leave for a duration of three (3) or more days must, upon request, provide the Board with medical verification and information concerning the prospects of a return to work and will consent to a release for such purpose upon request.
- G. If a bargaining unit member is currently absent due to a catastrophic injury or serious long-term personal illness and has exhausted his/her accumulated sick leave, another bargaining unit member may donate up to a maximum of five (5) days per school year. No member may receive more than a total of thirty (30) donated sick leave days in any one school year. Donation of sick days shall be initiated by a bargaining unit member on a form furnished by the Treasurer. Donated sick leave shall be added to the accumulated sick leave of the absent member and deducted from the donated member. Catastrophic injury or serious long-term personal illness is not intended to include normal maternity leave and/or absence due to child birth unless such complications arise deem the pregnancy/birth catastrophic or serious long-term illness.

Withdrawals shall be in full day units for the employee receiving the donation; however, donations shall be in relation to the number of hours worked in a day by the employee making the donation. (For example, a 2-hour employee contributing four (4) days to sick bank will equate to a donation of only one day to an eight (8) hour employee. An eight (8) hour employee donating one (1) day will equate to a donation of four (4) days to a 2-hour employee, etc.)

#### 5.04 Definition of Immediate Family

The immediate family shall include the bargaining unit member's spouse, parents, grandparent, grandchild, brother, sister, stepsister, stepbrother, father-in-law, mother-in-law, brother-in-law, sister-in-law, children, grandchildren, stepchildren or stepparents, daughter-in-law, son-in-law and domestic partner. As well as persons who were directly

and primarily responsible for rearing the bargaining unit member and any person residing in the bargaining unit member's immediate household, and any person dependent upon the bargaining unit member financially or for physical care.

5.05 Bereavement Leave

- A. Up to 5 days of sick leave can be used for bereavement.
- B. Bereavement leave is defined in Section 5.04. Special circumstances may be allowed if approved by the Superintendent or his/her designee.
- C. Two (2) days attendance at a funeral for a member of the immediate family cannot be charged against sick leave.

5.06 Family and Medical Leave

The Board shall provide Family and Medical Leave in accordance with federal law. A bargaining unit member must substitute any of his/her accrued paid leave for Family and Medical Leave when such may be elected by the Board under the federal law. "Twelve (12) month period" is defined as the twelve (12) month period measured forward from the date a member's first Family and Medical Leave begins (i.e., the leave year is specific to each member). A member would be entitled to twelve (12) weeks of leave during the twelve (12) month period beginning on the first date Family and Medical Leave is taken. The next twelve (12) month period would commence the first time Family and Medical Leave is taken after completion of any previous twelve (12) month period.

5.07 Report of Absence

The bargaining unit member is required to notify his/her immediate supervisor, or designee, as soon as possible after becoming aware of the need to use sick leave. No later than the second work day after returning to work from sick leave, the bargaining unit member shall record the leave in AESOP. No sick leave payment shall be made until the leave is recorded in AESOP. Falsification of any leave information shall constitute grounds for the termination of the bargaining unit member's contract.

- A. Under Ohio Revised Code, Section 3319.141, the administration may require a signed physician's statement justifying the use of sick leave or may make other reasonable regulations in order to carry out its duty to ensure compliance with this Article and with applicable statutes.
- B. The name and telephone number of the supervisor or his/her designee to be called shall be posted in the main office of each building and in each work area.

5.08 Unpaid Leaves of Absence

Classified bargaining unit members may, under conditions specified in the policy book and listed herein, be granted leaves of absence without pay for the following purposes:

A. Military Leave

Any bargaining unit member who may enlist or be drafted into any branch of the defense forces of the United States shall be granted military leave. He/she shall be reinstated to his/her position in the school system upon written request for reinstatement within ninety (90) days from the date of discharge provided there is no evidence indicating said bargaining unit member is incapable of performing the necessary duties of the position.

B. Prolonged Illness

A leave of absence not to exceed two (2) years from date of request may be granted to a bargaining unit member only for a prolonged illness. Increments are not allowed for leaves of absences unless the leave is for military reasons, and contractual increments are allowed for experience accumulated at the anniversary date of the contract.

C. Educational Leave

An unpaid educational leave of absence may be granted by the Superintendent or his/her designee upon written application for same (Attachment E) each school year for the purpose of attending an accredited university or technical school with the following stipulations:

1. No more than three (3) employees will be permitted to take educational leave during any school year.
2. Educational Leave will be granted on a first come, first serve basis.
3. Leave will be granted for periods of not less than six (6) months, those periods being July 1 to December 31, and January 1 to June 30.
4. Once applied for and granted, an employee will not be able to return until the end of the period granted; however, if for circumstances beyond the control of the employee, attendance at the educational institution cannot commence as intended, the employee may be returned to their position. During Educational Leave, the employee's position will be filled by a sub (this section supersedes Article 18.04 section C).
5. Employees will have return rights to their previous classification, but not necessarily their specific position.

6. Educational Leave will only be made available to any employee once during the term of this Negotiated Agreement.
  7. Additional Educational Leave may be granted at the discretion of the Superintendent or his/her designee.
  8. An Educational Leave will not interrupt seniority, but time spent on such leave shall not count toward seniority.
- D. In special situations "Unpaid Personal Leave" may be awarded when there are family events such as graduations or weddings, deaths in the family or other such events that may not be covered in this agreement. The bargaining unit member may apply in writing to the Superintendent, or designee, and may be asked to meet with the Superintendent prior to a decision. The Superintendent will consider the availability of substitutes, past history and other extenuating circumstances. The decision of the Superintendent will be final.

5.09 Professional Conferences

The Board will annually grant paid release time for a maximum of two (2) bargaining unit members to attend the OAPSE State Conference. The Board will pay mileage as per Board policy.

ARTICLE 6 – BREAK SCHEDULES

- 6.01 All bargaining unit members covered by this Agreement shall be entitled to the following break schedule.
- A. Four (4) to five (5) hour bargaining unit members shall be permitted a fifteen (15) minute break.
  - B. Six (6) to seven (7) hour bargaining unit members shall be entitled to one (1) thirty (30) minute break or two (2) separate breaks equal to thirty (30) minutes.
  - C. Eight (8) hour bargaining unit members shall receive a fifteen (15) minute break in their first four (4) hours and a fifteen (15) minute break in their last four (4) hours or an afternoon break may be taken with the lunch period entitling them to a forty-five (45) minute lunch break.
  - D. Supervisors will develop a schedule with their staff to protect and implement this contractual provision.

## ARTICLE 7 – CALAMITY DAYS

- 7.01 On days in which schools are closed due to public calamity such as snow, floods, etc., the Board shall provide payment for contract classified school bargaining unit members at their regular rate. In lieu of the employees regular rate, bargaining unit members who are required by the Board to work on calamity days because of job responsibility and job description will be granted compensatory time off at the rate of two (2) hours for each hour worked. This time shall be taken within thirty (30) work days of the date accrued, or the bargaining unit member shall be paid at the rate of two (2) times his/her regular hourly rate. It will be the bargaining unit member's responsibility to request payment for hours worked in lieu of compensatory time off. Such request is to be made to the Treasurer on a time sheet and approved by the bargaining unit member's principal/supervisor.
- 7.02 Full time bargaining unit members shall be contacted and used when available to fill positions on calamity days.

## ARTICLE 8 – CHANGE IN CLASSIFIED DEPARTMENT

- 8.01 In the event a bargaining unit member advances within the same classified department, or any other classified department, the member shall be placed on the experience step of the new classification which gives an increase. In the event a bargaining unit member transfers to a lower position within the same classified department, or any other classified department, the member shall be placed on the same experience step.

## ARTICLE 9 – CONTRACTS

- 9.01 All bargaining unit members shall receive individual contracts which include days worked, hours per day and other benefits such as paid holidays. Vacation, insurance, hospitalization, salary, pay for hourly bargaining unit members, and other benefits will be as set forth in this Agreement. Additional work, due to extenuating circumstances, must be approved by the department supervisor. If this involves overtime, it must be approved by the Superintendent or his/her designee.
- A. When the administration determines that an in-service program is necessary outside of the regular working hours, then such a program will be planned. Compensation for attendance will be at the employee's regular rate. Regular departmental meetings and scheduled calendar days are excluded.
- B. Bargaining unit members will not be required to work more than five (5) consecutive work days. The normal work week is Monday through Sunday. All hours worked at the request of the administration over forty (40) hours in a calendar week shall be paid at the rate of one and one-half (1-1/2) times the bargaining unit member's basic rate of pay, or the bargaining unit member will be

permitted to take compensatory time off at one and one-half (1-1/2) times the hours worked overtime to a maximum of two hundred and forty (240) hours (for 160 hours of overtime worked). In determining hours for overtime for a given work week, vacation days, calamity days, and holidays shall be considered workdays. All compensatory time must be used on dates approved by the bargaining unit member's supervisor within the current calendar year or be paid to the employee as overtime.

- C. A bargaining unit member, who is temporarily assigned by the administration to assume the duties of Supervisor of Maintenance, Food Service or Transportation, shall be paid \$1.00 per hour in addition to his/her regular pay (but not to exceed the regular rate of pay of the absent supervisor); after thirty (30) consecutive days worked he/she will be paid \$2.00 per hour in addition to his/her regular pay (but not to exceed the regular rate of pay of the absent supervisor). As used in this Article, computing "days worked," holidays shall be counted. For holidays which occur during the temporary assignment provided in this Article, the bargaining unit member will receive his/her regular holiday pay without the additional amount provided in this Article.
- D. Members shall receive their pay through electronic direct deposit, bi-monthly except as elsewhere provided. There will be twenty four (24) pay periods per year beginning with the first pay in September 2007.
  - 1. Beginning January 1, 2014, all direct deposit notices will be e-mailed to all classified staff at an e-mail account(s) of the member's choosing. The notices of direct deposit shall be e-mailed so that the notice should arrive on the regular pay date.
- E. Hourly rate of pay shall be shown on the salary schedule in the appendix of this Agreement.
- F. Computation of premium pay. Calamity day and holiday pay shall be computed as follows:

for all hours actually worked, the bargaining unit member shall be paid at the premium rate provided for that day for the time actually worked; for the balance of the calamity or holiday, the bargaining unit member shall receive his/her regular rate of pay.
- G. When any bargaining unit member is called back to work by the Superintendent, or his/her designee (supervisor), after his/her regularly scheduled work or any scheduled overtime, said bargaining unit member will be paid for a minimum of one (1) hour at the applicable rate of pay.

When possible, holiday pay will be paid during the pay period that pay was recorded.

## ARTICLE 10 – HEALTH

- 10.01 The Board may require every bargaining unit member to follow the Public Health Department's recommendation relative to TB test, as a preventive measure of health.

The Superintendent may require a member of the bargaining unit to furnish a certificate from the Board appointed physician stating that he or she is physically and mentally qualified to fulfill the duties of an employee in the Midview Schools. The examination is to be made by the Board's designated physician and the expense of the examination shall be paid by the Board. (Exception: bus driver's examinations under County Board of Education). If the bargaining unit member refuses to submit to the examination, he/she shall be considered ineligible for reappointment (the bargaining unit member shall be so notified in writing) and such refusal shall constitute grounds for termination. If a bargaining unit member is not permitted by the Board to work pending an examination requested by the Board, the bargaining unit member shall receive his/her regular compensation until the examination is completed.

- 10.02 The Board recognizes that a planned maintenance program is necessary to provide a safe and secure work place. All buildings and grounds are a part of the ongoing planning in maintenance. Every effort will be made to maintain a safe working environment.
- 10.03 The Board agrees to add a new Health Form (Attachment D).

## ARTICLE 11 – JURY DUTY/COURT APPEARANCE

- 11.01 The employer shall grant full pay for regularly scheduled working hours on any day when an employee is subpoenaed for any court appearance relevant to the member performing their duties for the Midview Board of Education or jury duty by the United States Courts, the State of Ohio Courts, or any Political Subdivision Courts.
- 11.02 All compensation received for jury or court appearance duty is to be remitted by the employee to the employer, unless such duty is performed outside normal working hours. In order to receive compensation, the employee must provide to the Board Treasurer:
- A. Notice of his/her summons or a copy of the subpoena if possible forty-eight (48) hours prior to the date of such service. If not possible, immediately after returning.
  - B. A clerk of courts certificate or other documents of the court stating the time served.

ARTICLE 12 – MILITARY SERVICE CREDIT

- 12.01 Military service credit, for wage and salary purposes, shall be allowed for bargaining unit members as follows:
- A. Twelve (12) month bargaining unit members will be allowed up to five (5) years military service credit at time of initial employment.
  - B. Less than twelve (12) month bargaining unit members will, upon request after one (1) year of employment, be allowed up to five (5) years of military service credit.

ARTICLE 13 – VACATIONS

13.01 Vacations shall be in accordance with the provisions of the Ohio Revised Code as follows: those bargaining unit members with contracts for eleven (11) or twelve (12) months are entitled to vacation with pay, whereas for the bargaining unit members with contracts for less than the above specified times, no vacations shall be granted.

13.02 Vacation Schedule

Bargaining unit members employed on an eleven (11) or twelve (12) month basis shall receive vacation with pay as follows:

After:

1 through 4 years of service	-	2 weeks (10 days)
5th year of service	-	2 weeks and 1 day (11 days)
6th year of service	-	2 weeks and 2 days (12 days)
7th year of service	-	2 weeks and 3 days (13 days)
8th year of service	-	2 weeks and 4 days (14 days)
9th year of service	-	3 weeks (15 days)
10th year of service	-	3 weeks and 1 day (16 days)
11th year of service	-	3 weeks and 2 days (17 days)
12th year of service	-	3 weeks and 3 days (18 days)
13th year of service	-	3 weeks and 4 days (19 days)
14th year of service	-	4 weeks (20 days)

13.03 Vacations shall be scheduled with the immediate supervisor and the Superintendent or his/her designee, at mutually agreeable times which may include days school is in session. If a conflict arises between bargaining unit members in the same job classification regarding requested vacation time, the bargaining unit member with the most job classification seniority by building shall be granted his/her choice of vacation time, providing the vacation request is made thirty (30) days in advance.

Vacations scheduled between June and August must be scheduled before April 15<sup>th</sup> of each year to assist in the scheduling of summer work. Any vacation requested for June through August after April 15<sup>th</sup> will be subject to administrative approval.

- 13.04 When the bargaining unit member resigns, retires, or is terminated or deceased, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of departure. Starting date shall determine days earned. Pay shall be included in the last pay check.
- 13.05 Vacation days are to be used during the contract year. An employee may carry over unused vacation leave into the next year. Vacation days will not be carried beyond one (1) year and will be considered lost if not used. Employees with fifteen (15) or more days of vacation may substitute pay for a maximum of ten (10) days of vacation per year.

#### ARTICLE 14 – DISCIPLINARY MATTERS

- 14.01 Discipline shall be imposed on bargaining unit members only for just cause. Discipline may include oral or written reprimand, suspension, disciplinary reduction and termination.
- A. Disciplinary action against a bargaining unit member shall be for reasons set forth in Section 3319.081, O.R.C.
- B. An oral or written reprimand may be imposed following a conference. A bargaining unit member may be accompanied to any such conference by not more than two (2) union representatives.
- C. Before a bargaining unit member may be suspended without pay, terminated, or transferred or reduced for disciplinary reasons the following procedure shall be followed:
1. The bargaining unit member shall have the right to a preliminary hearing to be conducted by the Superintendent or his/her designee. This preliminary hearing shall be informal and shall not be an evidentiary hearing. In addition to the Superintendent or his/her designee, persons authorized to attend are Board representatives, the bargaining unit member and not more than two (2) union representatives. The bargaining unit member shall have not less than eighteen (18) hours notice of the time and place of the preliminary hearing which shall include a statement of charges against him/her. Failure of the bargaining unit member to attend at the time and place indicated in the notice shall be deemed to be a waiver of his/her right to such hearing.
  2. At the preliminary hearing, the bargaining unit member shall be given the opportunity to respond by way of explanation or defense.

3. Following this hearing, the Superintendent or his/her designee may conduct a further investigation concerning any matters which may have been raised during the hearing or have otherwise come to the attention of the Superintendent or his/her designee, after which the Superintendent or his/her designee shall take such action or make such recommendation as he/she deems appropriate. The bargaining unit member shall be notified in writing of any action taken.
  4. In any case wherein the Superintendent or his/her designee imposes, following the preliminary hearing, a suspension of more than three (3) working days, a disciplinary reduction or termination, the Superintendent or his/her designee shall furnish such bargaining unit member with a copy of the order of suspension, disciplinary reduction or termination, which order shall state the reasons therefore. A copy of this order shall concurrently be given to the union president.
  5. In the event that the Superintendent or his/her designee has imposed a suspension of more than three (3) working days, a disciplinary reduction or termination, such action may be appealed to mediation with the Federal Mediation and Conciliation Service.
  6. In the event that an agreement is not reached between the parties at mediation, the grievance may be appealed to binding arbitration, beginning at Step 5: Arbitration.
  7. Any notices, copies of order or recommendations required by this Article to be served upon a bargaining unit member shall be served in person; provided however, in the event the bargaining unit member is on any type of leave or is absent without leave when service is attempted, then such service shall be by ordinary mail sent to the bargaining unit member's last address as shown on the Board's records. In that event, service is deemed complete seventy-two (72) hours after mailing.
  8. Paid release time shall be granted to all bargaining unit members involved in any step of the disciplinary procedure, if the bargaining unit member is scheduled to work during that time.
- D. All material related to the disciplinary incident shall be removed from the bargaining unit member's file after five (5) years, if a bargaining unit member has demonstrated no repetition of the deficiency.
- E. A bargaining unit member may, by appointment, view his/her personnel file. All disciplinary materials placed in the bargaining unit member's file shall be reviewed and initialed by the bargaining unit member before disciplinary material is placed on file.

## ARTICLE 15 – PAID HOLIDAYS

15.01 The following holidays are included in the contractual salary:

Labor Day  
Veteran's Day  
(To be observed the day after Thanksgiving)  
Thanksgiving  
Christmas Day  
Christmas Eve Day  
New Year's Day  
Martin Luther King Day  
Presidents' Day  
Good Friday  
Memorial Day

Twelve month bargaining unit members will also include Independence Day.

- 15.02 Bargaining unit members who work less than eight (8) hours a day shall receive the holiday as provided above, but only to the extent of his/her normal hours of work.
- 15.03 A bargaining unit member who is required by the administration to work on holidays shall be paid two (2) times his/her regular hourly rate of pay for time worked.
- 15.04 Any approved unpaid leave on dates immediately prior to or after a holiday will result in loss of holiday pay.

## ARTICLE 16 – RE-EMPLOYMENT

- 16.01 The Board shall give notice not later than July 1st to each bargaining unit member holding a contract for the succeeding school year as to the salary to be paid during the year, which shall not be lower than the salary for the preceding year unless such reduction is part of a uniform plan. A bargaining unit member shall be deemed re-employed for the succeeding school year when the Board of Education does not give notice on or before April 30th of its intention not to re-employ such bargaining unit member at the expiration of his/her contract. This is not intended to circumvent the continuous contract status of bargaining unit members.

## ARTICLE 17 – RESIGNATION

- 17.01 A bargaining unit member is expected to give at least fourteen (14) calendar day's written notice to the Treasurer prior to the effective date of resignation.

- 17.02 A bargaining unit member is expected to give written notice of the effective date of retirement to the Treasurer sixty (60) days prior to the retirement date.

## ARTICLE 18 – SENIORITY, JOB BIDDING, AND LAYOFFS

### 18.01 Definitions

- A. System seniority--is the total length of continuous employment with the Board of Education computed from the most recent date of hire. In the event the date of hire is the same for two (2) or more members, placement on the seniority list will be determined by the flip of a coin.
- B. Job classification seniority--is the total length of continuous employment in that job classification computed from the bargaining unit member's most recent date of assignment to that job classification. In the event the most recent date of assignment to a job classification is the same, system seniority shall prevail.
- C. Regular bargaining unit members--are full-time or part-time employees under regular contracts.
- D. Departments, for purposes of this section, shall be as set forth on Attachment B.

### 18.02 Seniority List

- A. Seniority lists shall be posted by October 1 of each year in each building office, custodians' room, and in the bus garage.
- B. It is the responsibility of each bargaining unit member to examine the seniority list.
- C. Alleged errors are to be brought to the attention of the Superintendent within thirty (30) days of the first posting.
- D. After thirty (30) days the list shall be considered to be accurate.
- E. Only regular bargaining unit members shall accumulate seniority.

### 18.03 Bidding-Posting

- A. When the Board determines that an opening exists, the Superintendent or designee will post the position to the school district website and to the designated OAPSE bulletin board in each building.
- B. The posting should include:

Position title  
Building  
Rate of pay  
Anticipated starting date  
Job qualifications  
Job requirements

- C. The Board will post openings due to retirements ahead of the effective date of the retirement when possible.
- D. When a vacancy occurs during the summer, the posting procedure shall be the same as described in 18.03-A.

#### 18.04 Filling the Vacancy

- A. Bargaining unit members shall submit their bids (see Appendix F for the form provided) to the Central Office.
- B. The administration will attempt to fill the position within twenty (20) days with a qualified bargaining unit member.
- C. A substitute shall not fill a vacant position for more than forty (40) consecutive days unless the time line is extended by mutual agreement.
- D. In filling positions through the bid procedure, the vacancy shall be filled by the bargaining unit member considered most qualified, taking into account, seniority, requirements of the job description, pertinent state requirements (e.g., boiler operator's license and bus driver's license), the work record, and any other reasonable job related factors.
- E. If the Board determines that no one who has bid for the position is qualified, the Board may then employ an individual from outside the bargaining unit.
- F. Upon request, all bargaining unit members interviewed will be advised of the reason he/she was not selected for the position.
- G. Applicants must meet the qualifications and job requirements as stated in the job description.

#### 18.05 Probationary Period--Current Bargaining Unit Members Promoted

- A. All persons shall serve a probationary period of forty-five (45) days and will be subject to a review after (20) days.

- B. During this period, the bargaining unit member may be removed and returned to his/her former job classification. Any such removal shall be discussed with the Union President prior to action. The decision to remove an employee during a probationary period will not be arbitrary or capricious, but may not otherwise be subject to challenge through the grievance procedure set forth in this Agreement.

18.06 Probationary Period--New Employees

- A. All bargaining unit members shall serve a probationary period of sixty (60) working days and will be subject to a review after (30) days.
- B. During the probationary period, the bargaining unit member may be removed.
- C. Removal shall not be subject to the grievance procedure.

18.07 Reduction in Force

- A. The Reduction in Force Procedure shall comply with Ohio law.
- B. The Board may lay off bargaining unit members and/or abolish positions, or both. Prior to the layoff or abolishment of positions being implemented a meeting will be held between the Superintendent or his/her designee and the Association President and his/her committee to attempt to develop a plan allowing for this event to be avoided.
- C. Reasons for a layoff or abolishment of position may be any of the following:
  - 1. Lack of funds--current or projected deficiency of funds to maintain or sustain projected levels of staffing or operations.
  - 2. Lack of work--a current or projected decrease in workload which requires a reduction of present or projected staffing levels.
  - 3. Abolishment of positions--deletion of a position due to lack of continued need or as a result of reorganization for a more efficient operation.
  - 4. Any other such reason the law may allow.
- D. The Board will utilize the option of reduction in hours as a component of a reduction in force if the reduction is due to lack of funds under Section 18.07(C)(1).
- E. If an employee's hours are reduced after the start of the school year, the employee's share of the insurance premium according to 21.02(F) shall remain unchanged through the end of that school year.

- F. If an employee's hours are cut to the level of 21.02(F) Plan E(c), F(c), G or H, the employee may opt to take a full layoff according to Sections 18.07 and 18.08. An employee that opts for the layoff rather than a reduction in hours is eligible for unemployment compensation in the same manner as any other employee that is laid off.

#### 18.08 Layoff Procedure

- A. The Board of Education acting upon the recommendation of the Superintendent, shall determine in which job classifications the layoff(s) should occur and the number of bargaining unit members to be laid off.
- B. The least senior bargaining unit member within a job classification will be the first laid off.
- C. Reasonable efforts will be made to provide a thirty (30) day notice except in unusual or extenuating circumstances. The effective date will be at least two (2) weeks from the date of Board action.
- D. The Board will attempt to reduce positions by attrition whenever possible.

#### 18.09 Bumping

- A. Any bargaining unit member whose job is eliminated by layoff shall have the right to bump laterally according to Section D below or downward within their classification according to classification seniority.
- B. If no position is available within the classification the laid off bargaining unit member may bump a bargaining unit member in successive classification within the same classified department (Attachment B) with less "system seniority" and with the same number of hours.
- C. If the person laid off cannot bump a bargaining unit member in his/her classified department with the same number of hours, the bargaining unit member may bump the least senior bargaining unit member in the same classified department with less hours.
- D. If the least senior employee displaced from a classification cannot bump within the classified department, they may displace a less senior employee in another classification if the displaced employee has at least two (2) years of prior experience as a regular employee in that classification and the employee is considered qualified taking into account the requirements of the job description, pertinent state requirements, the work record, and any other job-related factors. In this instance, the displacing employee will bump the first employee within the prior classification that has less system seniority.

- E. If there is no chance to bump, the affected bargaining unit member shall be placed on a recall list not to exceed twenty-four (24) months from the effective date of layoff.
- F. Because bumping is extremely disruptive to the operations of the District, the Superintendent or his designee will meet with the OAPSE President to work out the bumping plan in the least disruptive manner possible. The plan worked out in such meeting will not be subject to grievance.
- G. A bargaining unit member displaced due to bumping will have the same right to bump as provided in paragraphs B, C, and D above.
- H. Bargaining unit members affected by layoff shall be deemed to be on an authorized leave of absence and shall be provided benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).
- I. Any bargaining unit member who bumps into another position will be placed on the pay scale of their new position at the step equivalent to the member's current system seniority.
- J. Any bargaining unit member whose position has been affected by layoff shall have the right to volunteer to be placed on the recall list and will be granted all rights in accordance to the provisions of the article. The bargaining unit member shall have five (5) days from the date of notification to inform the Superintendent in writing of volunteer status and such notification is irrevocable.

#### 18.10 Recall

- A. Reinstatement shall take place in the reverse order of layoff, within each job classification affected.
- B. A bargaining unit member on the recall list shall have five (5) calendar days from receipt of his/her written notification within which to accept the reinstated position. Notice may be given by personally delivering a copy of the written notice to the bargaining member. The bargaining unit member shall have the responsibility to advise the Board of Education of the mailing address to which notice of reinstatement is to be sent if different from the address on file at the time of layoff. Service of such notice is deemed complete seventy-two (72) hours after mailing by certified mail to the address last given to the Board of Education by the bargaining unit member. Failure to accept reinstatement shall serve as a resignation of the bargaining unit member.

#### 18.11 Special Needs Paraprofessionals

Special Needs Paraprofessional positions may be immediately reduced by the Board when a disabled student or students to whom a Special Needs Paraprofessional is

assigned, cease to attend in the District, graduate, or are deemed no longer in need of Special Needs Paraprofessional services during the school year. The layoff provisions set forth above are modified with respect to the position of Special Needs Paraprofessional to the extent that if a displaced Special Needs Paraprofessional applies to displace the least senior Special Needs Paraprofessional, the Administration retains the right to make the reassignment or, after consultation with the displaced employee and the Union President, prevent such displacement in the best interests of the disabled student(s) affected based upon the special needs of the student(s) as described in the IEP(s) or 504 accommodation plans. Such a determination by Administration will not be arbitrary or capricious. In the circumstance wherein displacement is prevented based on the best interests of the disabled child, the displaced employee may displace the next Special Needs Paraprofessional on the seniority list, subject to considerations discussed above. Special Needs Paraprofessional who either do not apply to bump into another Special Needs Paraprofessional or who are otherwise displaced from the Special Needs Paraprofessional classification as a result of layoff will be given the opportunity to pursue displacement rights which otherwise exist under this contract and/or to fill the next available Special Needs Paraprofessional position which becomes available and which they are qualified and compatible based upon the special needs of the student(s) as described in the IEP(s) or 504 accommodation plans.

#### ARTICLE 19 – USE OF BUILDING BY OUTSIDE GROUPS

- 19.01 When kitchen facilities are used after hours, a cook, who is an employee of the Board, shall be on duty if equipment other than utensils is being used.
- 19.02 A custodian shall be on duty when a building is being used by an outside group except when that group is a local law enforcement agency.
- 19.03 If the Superintendent or designee desires that no custodian be present for any additional service groups, those groups must be mutually agreed upon between the administration and the president of OAPSE Local #186.
- 19.04 When a custodian is needed between the hours of 12:00 midnight and 6:00 a.m. for security purposes in the High School or Middle School no less than two (2) custodians shall be assigned, if available.
- 19.05 All bargaining unit members that are assigned work when a building is being used by an outside group shall be compensated for their duties by the Midview Board of Education only. Compensation directly from outside groups is strictly prohibited.

#### ARTICLE 20 – WORKERS' COMPENSATION

- 20.01 A bargaining unit member who is injured in the line of duty shall be eligible to receive such compensation and expenses as prescribed by the Workers' Compensation Laws of

the State of Ohio. The bargaining unit member shall notify his/her immediate supervisor and file an incident report with the Treasurer's office as soon as possible after the injury. The bargaining unit member should secure the necessary forms from the Treasurer's office within the time required.

## ARTICLE 21 – INSURANCE

### 21.01 Life Insurance

The Board of Education will pay premiums on the life insurance policy in the amount of \$2,000 for each full thousand dollars (rounded to the nearest thousand dollars) of contractual base salary. The term base here is salary excluding all overtime or extracurricular wages. The life insurance policy shall include accidental death and dismemberment to a limit of \$250,000.

### 21.02 Hospitalization

#### A. Eligibility Classifications

1. A regular full-time classified bargaining unit member who works forty (40) hours per week for fifty-two (52) weeks.
2. A regular part-time classified bargaining unit member who works at least twelve and one-half (12-1/2) hours per week for thirty six (36) weeks per year.
3. Bargaining unit members working less than the required hours are not eligible.
4. Any bargaining unit member on sick leave for surgery or other prolonged illness, up to the limit of his/her accumulated sick leave, will continue to be covered by hospitalization coverage.
5. A bargaining unit member on a Board approved leave of absence shall be responsible for all insurance payments for that period of absence. For those individuals extending their coverage through the group policy, it will be necessary that pre-payment of premiums be submitted to the Treasurer's office prior to the date of coverage. Lack of pre-payment will be considered termination of the coverage.

#### B. Coverage

1. The Board shall purchase from a carrier licensed by the State of Ohio, a group hospitalization plan for each eligible bargaining unit member.

C. The Board's Health Plan

See Attachment F for medical and prescription plans available and effective dates.

D. Non-Eligible Bargaining Unit Members

A Board bargaining unit member who is not eligible for the Board supported hospitalization plan may elect to take a One-Person Policy or a Family Policy. However, he or she shall be required to pay the full premium of the desired plan through payroll deduction and submit summer premium pre-payments directly to the Treasurer's office prior to date of coverage.

E. Enrollment

1. Newly employed regular full-time twelve (12) month bargaining unit members will be covered on the first of the month following completion of a thirty (30) day period in accordance with the enrollment schedule established by the insurer.
2. A regular nine/ten (9/10) month part-time (seven (7) hours +) classified bargaining unit member shall be covered in the same period as stated in "A" above.
3. A regular part-time bargaining unit member working less than seven (7) hours for at least nine (9) months must be employed for ninety (90) days preceding enrollment.
4. One enrollment period is set up each year by the insurer to accept new members. These enrollments are for bargaining unit members who had initially refused hospitalization insurance or who have gone from an ineligible status to an eligible status. One month prior to open enrollment all bargaining unit members will be notified by a method agreed upon between the Association President and the Treasurer.

F. Board Participation

The Board agrees to contribute to the cost of insurance premiums in accordance with the following schedules:

Schedule

<u>PREMIUM</u> <u>PLAN</u>	<u>SHARE</u>	<u>BOARD</u> <u>SHARE</u>	
A	-0-	\$ -0-	Covered by spouse and/or other place of

			employment.
B	-0-	\$ -0-	Elects not to enroll.
C	10%	90%	Family Plan – Twelve (12) Month Full-Time Regular.
D	10%	90%	Single Plan – Twelve (12) Month Full-Time Regular.
E-a	10%	90%	Single Plan – Seven (7) Hour or More.
b	30%	70%	Single Plan – 4.0-6.9 Hour Part-Time Regular.
c	80%	20%	Single Plan – 2.5-3.9 Hour/Day Part-Time Regular.
F-a	10%	90%	Family Plan – Seven (7) Hour Part-Time Regular.
b	30%	70%	Family Plan – 4.0-6.9 Hour Part-Time Regular.
c	80%	20%	Family Plan – 2.5-3.9 Hour/Day Part-Time Regular.
G	100%	\$ -0-	Not Eligible – Request Single Plan.
H	100%	\$ -0-	Not Eligible – Request Family Plan.

<u>ACA</u>		<u>BOARD</u>	
<u>PLAN</u>	<u>SHARE</u>	<u>SHARE</u>	
A	-0-	\$ -0-	Covered by spouse and/or other place of employment.
B	-0-	\$ -0-	Elects not to enroll.
C	15%	85%	Family Plan – Twelve (12) Month Full-Time Regular.
D	15%	85%	Single Plan – Twelve (12) Month Full-Time Regular.
E-a	15%	85%	Single Plan – Six (6) Hour or More.
b	30%	70%	Single Plan – 4.0-5.9 Hour Part-Time Regular.
c	80%	20%	Single Plan – 2.5-3.9 Hour/Day Part-Time Regular.
F-a	15%	85%	Family Plan – Six (6) Hour Part-Time Regular.
b	30%	70%	Family Plan – 4.0-5.9 Hour Part-Time Regular.
c	80%	20%	Family Plan – 2.5-3.9 Hour/Day Part-Time Regular.
G	100%	\$ -0-	Not Eligible – Request Single Plan.
H	100%	\$ -0-	Not Eligible – Request Family Plan.

### 21.03 Dental Insurance

- A. The Board will provide to eligible bargaining unit members family dental insurance coverage as follows:

No deductible for routine and orthodontic services.  
 \$25 single/\$50 family deductible is applicable to major services only.

#### Routine Services

\$1,500 annual maximum per patient per calendar year  
 100% UAR--diagnostic procedures

100% UAR--preventive procedures  
100% UAR--restoration/basic  
100% UAR--endodontics  
100% UAR--oral surgery/basic

Major Services

80% UAR--oral surgery/major  
80% UAR--periodontics  
80% UAR--restoration/major  
80% UAR--prosthodontics  
60% UAR--orthodontics

Eligible dependents: spouse and/or unmarried dependent children to age 19 or 25 if full-time students.

Maximum orthodontic:  
benefit: a lifetime maximum of \$1,500 per child.

- B. The Board will pay up to 90% of the cost of dental insurance per bargaining unit member.
- C. Eligibility

Bargaining unit members eligible for dental insurance shall be those who work eight (8) hours per day for nine (9) or more months per year.

21.04 Flexible Spending Plan

For the 2013-2014 fiscal year only, the Board will provide employees with a Flexible Spending Plan. The Board will contribute \$300.00 to the individual Flexible Spending Plan accounts of 12 month employees and \$200.00 to all other employees. All Board contributions to the Flexible Spending Plan will stop effective June 30, 2014 and this section will expire. The Flexible Spending Plan will continue to be available on an employee contribution basis only.

Any employee who does not wish to participate in the Flexible Spending Plan may elect to take payment through payroll in semi-monthly payments with the understanding that these funds will be subject to State and Federal tax contributions. The members must notify the Treasurer's office in writing of their intent not to participate by May 1, 2010 for the 2010-2011 school year; and by May 1, 2011 for the 2011-2012 school year. **This section expires at the end of fiscal year 2014.**

FOR SCHEDULE OF BENEFITS – SEE MIDVIEW PLAN DOCUMENT OF LERCEP

21.05 Health Savings Account

The administration, with the approval of the Midview Schools Health Insurance Committee, shall institute a Health Savings Account (HSA) program to be available to all members of the bargaining unit. This HSA program will be optional and no employee shall be forced to become part of the program. The program shall be reviewed at least once each year by the Health Insurance Committee to assess the plan's value and viability to the membership.

#### 21.06 Spousal Coverage/Coordination of Benefits

##### July 1, 2013- July 31, 2014:

Effective January 1, 2005, if the spouse of an employee covered by the Board's Hospitalization/Major Medical insurance is and has access to Hospitalization/Major Medical coverage through his/her employer and/or retirement health plan, the spouse must subscribe to at least single coverage provided by his/her employer or retirement health plan.

For purpose of coordination of benefits, the spouse's employer's health care or retirement health care plans will be primary for the spouse and the District's health care plan will be secondary. Employees with eligible children may maintain family coverage for such children on the Board's Hospitalization/Major Medical insurance. Employees will be required to complete and update information pertaining to spousal coverage and coordination of benefits on a form provided by the Board. Employees shall be provided with notice prior to any communication with the spouse's employer concerning coverage and/or coordination of benefits matters.

No Employee or spouse shall suffer a loss of coverage or incur any cost as a result of this provision. If the coverage provided by the spouse's employer terminates for any reason outside of the control of the employer or spouse, the Board coverage shall immediately become primary coverage for the spouse with no loss of benefits, subject to a pro rata reduction and/or repayment of any reimbursement received.

##### August 1, 2014 and hereafter:

Implement the Lake Erie Regional Council (LERC) Working Spouse Rule as presented in Attachment G.

#### 21.07 Insurance Committee

The Insurance Committee of OAPSE and the Board will consist of the following members:

1. No more than five (5) members appointed by the Board or designee;
2. No more than five (5) members appointed by the MEA President; and

3. If OAPSE agrees to this language, no more than five (5) members appointed by the OAPSE President.

The Committee shall meet a minimum of six (6) times per year. Meetings shall not occur prior to 3:00 p.m.

The Committee will study possible changes in insurance plans, coverages, and providers with the goal of finding means for cost containment.

A LERC update will be on the agenda for each meeting.

The Insurance Committee shall also plan the annual Wellness Fair.

The Insurance Committee may formulate and present recommendations that may be evaluated by the Treasurer and Superintendent for presentation to the Bargaining Committee.

## ARTICLE 22 - PERSONNEL

### 22.01 Dual Classification

Bargaining Unit Members will be permitted to carry dual classification contracts under the condition that there is sufficient time to allow for it. At no time will the contracts held be greater than eight (8) hours per day or forty (40) hours per week. Persons holding dual-contracts must first fulfill their obligations to those contracts prior to being eligible to bid on extra-time/over-time.

The totality of the hours of the dual contracts held will be used in the determination of benefits but in no way will it be used towards a requirement of extra-time/overtime. Extra-time/overtime will be awarded on an as needed basis by utilization of the seniority rotation roster in the following manner:

- A. Prior to any dual classification employee being awarded extra-time/over-time, it will first be offered to the non-dual classification persons working within classification requiring extra-time/over-time. If, after offering this time to non-dual contracted members, the extra-time/over-time has not been claimed, it will then be offered by using the seniority rotation roster, to members that hold dual-contracts. If no member claims the extra-time/over-time on the second round opened to the dual-contracted members, it will then be offered to substitute persons.
- B. With the exception of supervisor-directed overtime, in the event dual classification results in pattern overtime, the Superintendent reserves the right to subject the lower hour position to an immediate termination of contract. Such

termination shall be preceded by a meeting with the employee and OAPSE President.

## 22.02 Bus Drivers

A. Contract salaried bus driver employees employed prior to the date of this Agreement (January 14, 2014) will work a four (4) hour day, twenty (20) hour week. Employees hired after the date of this Agreement (January 14, 2014) may be employed on the hourly basis. Extra runs will be paid at \$42.12 and \$14.04 for each hour over three (3).

### B. Qualifications and Certification

Qualification and certification of school bus drivers shall be in accordance with the Midview Board of Education and the Lorain County Board of Education policies and procedures and applicable State and Federal laws.

#### 1. Abstracts and Licensing

Abstracts shall be paid by the Board in spring only. Commercial Drivers License (CDL) renewals shall be paid by the Board of Education upon following proper reimbursement procedures. Drivers will also be paid the amount of \$200 toward the cost of license re-certification. Should a bargaining unit member leave the employ of the Board of Education within a year of the CDL renewal and/or re-certification, the cost of the CDL renewal and/or re-certification will be deducted from their final paycheck.

#### 2. Suspension for Moving Violation Points

Any driver may be suspended without pay if he/she accumulates six (6) or more moving violation points under the provisions of O.R.C. 4507.40. Such suspension shall remain in effect so long as such driver has six (6) or more moving violation points charged against him/her.

A driver who has been convicted of driving under the influence of alcohol or drugs shall not be restored to employment as a bus driver.

A driver who is deemed uninsurable by the Board's fleet insurance carrier due to a poor driving record will be terminated from employment as a bus driver.

#### 3. Conference Times

An effort will be made to schedule conference times to start immediately after drivers' a.m. run or ½ hour before dismissal of school p.m. runs. All

time beyond the regular four (4) hour work day spent completing accident reports or conferring at the request of the supervisor or administrator shall be paid at the driver's regular hourly rate of pay.

4. Log Sheets

As a part of their regular duties, drivers will prepare and maintain bus log sheets and paperwork. Bus drivers shall be paid for one hundred eighty-one (181) days which includes one hundred seventy-eight (178) school days, one (1) day in-service, and two (2) days for required paperwork.

5. Bus Driver Openings

Bus route openings (including midday runs), as they become available, shall be open for five (5) days for bid by regular drivers according to job classification seniority. A regular driver, within the five (5) days, may answer to the posting and shall fill the vacancy. The following conditions must be met in filling openings: only one (1) switch per year; bus stays with route not driver. Vacancy will be filled on a five (5) day trial basis. The Board of Education will not be required to re-post the opening during such trial periods. If the bargaining unit member rejects the position, the next senior applicant shall be given the five (5) day trial period and so on until someone takes the route.

6. Medical Examinations

Bus drivers are to secure annual medical examinations in accordance with state law.

C. Routes

1. Regular Runs

Routes and driver combinations should be selected for convenience of the system and shall be those assigned by November 1 with the exception of emergency or special circumstances. Any such additional changes necessary during the school year shall be within the working time for which the drivers are being paid. Items to be considered in assignments of routes are the safety of the children and driver, efficiency of the routes, economy for the district, and as few as possible miles on the bus going to and from. The regular work week is considered to be twenty (20) hours per week. On-the-road time should equal seventeen and one-half (17.5) hours per week. On-the-road time is considered storage-to-storage and applies only to those drivers and routes whose bus is stored at the bus garage. If a driver drives eight (8) or more minutes beyond his/her scheduled time, he/she shall be paid an additional 15 minutes.

- a. Midday runs are guaranteed a minimum of one (1) hour. Food service run is guaranteed a minimum of one (1) hour.
- b. All regular drivers substituting on a midday route will be assigned from the available midday list.

2. JVS or Non-Public School Runs

Regular drivers, who are required to run non-public school or JVS runs on days in which Midview Schools are not in session, shall be paid at their regular rate of pay. The driver assigned to the non-public or JVS run is paid on a time sheet when that run is driven, but is not paid when that run is not driven when the non-public school is closed. A driver assigned to the non-public or JVS run will be required to take such assignment on days when Midview Schools are not in session.

3. Field Trip Procedures

- a. Trip request forms will be submitted to the Transportation Supervisor for approval. Only approved “trips” will be subject to the provisions set forth in this section. All approved trips requiring use of a school bus or otherwise, that fall within State guidelines, shall be transported on a Midview Local Board of Education vehicle and will be posted (this includes play-off tournament athletic events) and driven by Midview Board of Education drivers. If, due to extenuating circumstances, the Board cannot meet the needs of the District busing schedule, both the union building representative and management will meet and agree to a suitable resolution.

Field trip coordinators may issue permission slips that include “parent transportation” and “district transportation” as options. Trips will be based on the number of students that select the “district transportation” option.

- b. Field Trips, One-Way Runs and School Transportation

All field trips or extra curricular trips within the state of Ohio shall utilize Midview Schools bus transportation. If a field trip or extra curricular trip will have a destination that is beyond the state line, the sponsoring group may elect to use one of the following options:

- 1. School Transportation
- 2. Charter Transportation

3. Automobiles or vans (if approved by Administration)
4. Other such transportation as appropriate and approved by the proper school authorities, e.g. airplanes, boats, etcetera.

The requirement to use school transportation will not apply to one-way runs involving fewer than eight (8) students.

When school transportation is utilized to move a group of students one-way to a practice or a performance within the school district the three (3) hour pay rule does not apply. In situations such as this, the driver is guaranteed a minimum of one-hour's pay at their regular rate of pay.

- c. Choice shall be by rotating job classification seniority, with the first trip of the school year beginning the rotation with the last driver who follows in seniority the driver who took the last trip of the previous year. Seniority begins below the last driver that took the last trip the preceding week.
- d. The top name on the list has seniority for that particular week's posting.
- e. If you are not interested in being assigned a trip for the week posted, please line out your name and initial in the appropriate place. Each driver must comply with this.
- f. Write the trip number or numbers beside your name of the trip or trips you desire, in order of your preference.
- g. If no trip number appears by your name, no trip will be assigned. In order to keep the seniority list, those refusing a trip when their name is up will maintain their place on the seniority list, along with the others who have taken trips.
- h. Drivers shall be given first choice trips, second choice, etc., which they have indicated on a rotating seniority basis.
  1. Drivers that choose more than one trip shall be given second choice trips that they sign up for on a rotating seniority basis.
  2. In the event of any trips remaining, and driver signing with the letter "A" in red after their name, indicating availability shall be given remaining trips on rotating basis for that week.

3. When a field trip does not require a “school bus,” vehicles other than school buses may be used by persons other than regular bus drivers. Substitute drivers certified by the Lorain County Board of Education and employed by the Midview Board of Education may take field trips only when all regular drivers on the rotation list are unavailable.
4. Substitutes shall only be used when no regular driver who has signed is available.
  - i. Trips going to the same destination shall carry one trip number, indicating how many buses are needed.
  - j. If desired trip is during regular driving hours, you will be paid at trip rate and docked your regular rate.
  - k. If a desired trip requires a larger capacity bus than you are regularly assigned, arrangements will be made.
  - l. All trips shall be posted on Wednesday, by 8:30 A.M.
  - m. The list shall remain available for sign up until after Thursday P.M. line-up.
  - n. Selections shall be posted on Friday by 8:30 A.M.
  - o. New-Late-Canceled-Reassigned Trips will be assigned to First A beneath Last Assigned Trip.
  - p. Daily field trips will be paid from station to station
  - q. After hour and weekend field trips will be paid from fifteen (15) minutes before the scheduled leaving time to fifteen (15) minutes after the bus is returned to the garage for clean-up.
  - r. Overnight trips shall be paid fifteen (15) minutes before scheduled time of departure to the arrival destination.
  - s. On overnight trips the driver is paid from the time they board the bus at the motel until the bus is parked at night. Bus drivers are considered on duty until their bus is parked at night.

4. Extra Runs – Bus Drivers

Extra runs for the bus drivers will be assigned per the "Field Trip Procedures" document included in the Bus Drivers' Handbook and posted on the drivers' bulletin board. (Refer to Article 22.02 C 3).

- a. Drivers will use their own regularly assigned vehicles or comparable vehicles on extra trips when possible.
- b. Drivers certified by the Lorain County Board of Education and employed by the Midview Board of Education may take field trips only when all regular drivers on the rotating list are unavailable.

1. Trip Tickets

Requests are to be into the office of the designated authority of the Superintendent for his/her review, two (2) weeks prior to the trip. Short notice trips shall be handled as quickly as possible and should be discouraged unless there are extenuating circumstances.

2. Details of the trip will accompany the request.
3. A list of responsibilities will be given to each person requesting trips in order that they might familiarize themselves with the duties and responsibilities and the bus driver.
4. The following field trip information shall be included with each trip ticket:
  - 1) Telephone number to call in case of breakdown.
  - 2) Name and telephone number of person to call in case of accident.

5. Trip Cancellations

Notification must be at least one (1) hour before trip time. If an effort has been made to contact the driver more than one (1) hour before the designated time of the trip, this is sufficient. If not notified, the driver shall be paid for one (1) hour at the extra trip rate.

6. Rescheduling Canceled Trips

- 1) Rescheduled canceled trips are to be given to the originally assigned driver, if possible.

- 2) Drivers signing for and receiving a field trip who are unable to keep that commitment shall be disqualified from receiving any other paid assignment for that day.

5. Substituting for Other Drivers

- a. Any driver requested to work more than his/her regularly scheduled work day, which is not their run, when no substitute is available, shall be compensated at his/her regular rate of pay, with a minimum of ½ hour's pay.
- b. When a regular driver is substituting for a kindergarten driver, he/she shall remain on the route until the kindergarten driver returns.

D. District Transportation

1. Shared services for the student transportation program may be investigated and initiated by the administration during the term of this contract. OAPSE shall be involved in the investigation of any shared service programs. Communication regarding the administration's investigation will be sent to the OAPSE President.
2. Transportation of students eligible for special education and related services in excess of 200 miles round trip shall be based on the most cost effective process.

E. Care of Buses

1. Washing of Buses

Bus drivers are responsible for the cleaning of the inside of the bus and will not be responsible for the outside washing of a bus.

- a. The rotation system for bus washing will be reinstated with a minimum of eight (8) buses being washed per week, which will include spare buses. Friday will be used to wash all other district vehicles excluding buses. If no other district vehicles are scheduled for Friday, buses will be washed.
- b. The washer is expected to establish and follow the schedule. If he/she is unable to keep an appointment, then ample advanced notice must be given.

- c. Drivers are expected to follow established schedule. If they are unable to keep an appointment, then ample advanced notice must be given.
- d. Drivers who elect to wash their bus shall be paid fifteen (15) minutes at their regular rate of pay.

2. Inspection and Fluid Levels

Drivers are to continue to inspect daily and clean when necessary, their windows, lights, directional signals, windshield wipers, wheels, and rims. Fluid levels shall be checked and maintained by the mechanics; drivers shall not be responsible for anything under the hood or in the engine compartment of the bus; this shall be done by trained personnel. Drivers shall continue to fuel their buses.

3. Spare Bus

One (1) spare bus shall be warm, inspected (safety check and gas) washed, and available for any driver who may need a spare before the a.m. run, when the temperature is below 20 degrees.

F. Insurance

All bus drivers hired before July 1<sup>st</sup> 2005 who qualified for Board insurances will maintain their eligibility and employee contribution rates under Article 21 (Insurance) if their regular work week falls below twenty (20) hours.

G. On Bus/Safety Instructor

- 1. All On Bus/Safety Instructors will receive their regular rate of pay.

22.03 Cooks

- A. Contract salaried cooks employed prior to the date of this Agreement (January 14, 2014) will work a seven (7) hour day, thirty-five (35) hour week, one hundred eighty (180) day work year. Employees hired after the date of this Agreement (January 14, 2014) may be employed on an hourly basis. All hours worked in excess of the regular schedule will be compensated at an hourly rate on a pro-rata basis. The starting and quitting time shall be approved by the Food Service Supervisor.
- B. When extra time is scheduled in addition to regular working hours within a particular building, a rotation list of employees from that particular building shall be used, selecting cooks to work the extra time according to seniority and skill area in rotation from the list.

- C. Cooks shall be required to wear appropriate, pre-approved uniforms.
- D. Cooks and cafeteria bargaining unit members who are requested to be at their respective kitchen during extra-curricular activities, when such kitchens are in use for parties and at times other than regularly scheduled school meals, shall be guaranteed three and one-half (3 ½) hours time at their regular rate of pay.
- E. The Food Service Supervisor will notify the Maintenance Department to assist in unloading of the government food truck.

22.04 Hourly Cooks

- A. All hourly cooks employed prior to the date of this Agreement (January 14, 2014) will work one hundred seventy-nine (179) days per work year, which will include one (1) day before school begins. Employees hired after the date of this Agreement (January 14, 2014) may be employed on an hourly basis. The starting and quitting time shall be approved by the Director of Business Services or his/her designee and determined by October 1. Cooks hired prior to the date of this Agreement will maintain their hours as of January 14, 2014.
- B. Cooks shall be required to wear appropriate, pre-approved uniforms.
- C. Present hourly cooks are to be placed on a job classification seniority list. In case of a vacancy or vacancies in the kitchens, hourly cooks shall fill the vacancy or vacancies by working additional hour(s) as necessary. In any case, a substitute is not to be brought in unless there is no alternative to using those available on an increased hour basis.
- D. Any reduction in the time of hourly paid cooks shall, within each building, be made in the reverse order of seniority.
- E. When extra time is scheduled in addition to regular working hours within a particular building, a rotation list of employees from that particular building shall be used, selecting cooks to work the extra time according to seniority and skill area in rotation from the list.
- F. Cooks and cafeteria bargaining unit members who are requested to be at their respective kitchen during extra-curricular activities, when such kitchens are in use for parties and at times other than regularly scheduled school meals, shall be guaranteed three and one-half (3 ½) hours time at their regular rate of pay.
- G. The base rate for hourly cooks shall be paid to the dishwasher or salad bar person if they are requested by the Supervisor or designee to perform duties outside of their job description.

## 22.05 Custodians

- A. Custodian employees employed prior to the date of this Agreement (January 14, 2014) will receive an eight (8) hour per day, two hundred sixty (260) days per year contract, which shall include holidays and vacations. Employees hired after the date of this Agreement (January 14, 2014) may be employed on an hourly basis.
- B. All hourly custodians will work 198 days per work year.
- C. When a custodian is called out by the operations manager after completion of his/her normal work schedule, he/she shall receive time and one-half (1-1/2) for all additional hours worked.
- D. Custodians may request the operations manager to provide assistance to perform work.
- E. Supplies and tools will be made accessible and replaced when possible.
- F. When a regular bargaining unit member fails to report to work and no substitute is scheduled, the other cleaning personnel who are required to assume additional responsibilities will receive two (2) extra hours to perform such extra duties in addition to their regular duties. All cleaning personnel have the right to refuse the extra hours and work, therefore, ending their shift at their normally scheduled time.
- G. During times when other school personnel are not present, reasonable efforts shall be made to see that no less than two (2) cleaning personnel are in a building at any time.
- H. Each custodian who holds a valid boiler license shall receive an additional stipend of \$300 per year, payable the first pay period in December.
- I. When a head building custodian is absent, consideration will be given to a qualified employee within the classification for reassignment to that position. He/she shall be paid at a rate of \$.50 an hour higher than his/her regular pay.
- J. When extra work is scheduled in addition to regular working hours, a building seniority rotation system will be used.
- K. The second (2nd) shift's starting and ending time on early dismissal days, for all eight (8) hour custodial personnel, may be changed with the approval of the operations manager.

## 22.06 Maintenance

- A. Maintenance employees employed prior to the date of this Agreement (January 14, 2014) will receive an eight hours per day, two hundred sixty (260) days per year contract, which shall include holidays and vacation. Employees hired after the date of this Agreement (January 14, 2014) may be employed on an hourly basis.
- B. It will be the Board of Education's responsibility to provide clothing for maintenance employees. The care and laundry shall be the responsibility of the bargaining unit member. Employees are required to wear the approved clothing. Each salaried maintenance employee will be allotted \$150.00 annually for the purchase of clothing. The bargaining unit member must submit a receipt and request for reimbursement to the Treasurer's Office.
- C. When a maintenance employee is called out by the operations manager after completion of his/her normal work schedule, he/she receives time and one-half (1-1/2) for all additional hours worked.
- D. Supplies and tools will be made accessible and replaced when possible.
- E. Each maintenance employee who holds a valid high or low pressure boiler license shall receive an additional stipend of \$300.00 per year, payable the first pay period in December.
- F. Personal hand tools of maintenance personnel will be insured by the Board while on Board premises provided the bargaining unit member has completed necessary inventory for the insurance purposes and has submitted an annually updated list to the Treasurer.
- G. The Board will reimburse maintenance personnel for the replacement of personal tools used on the job which are worn or unusable, up to a maximum of \$600.00 per year. To be eligible for this payment, the personnel must (1) prepare and file with the operations manager an inventory of his/her tools, this is to be done annually by September 15 and updated at the beginning of the second semester, and (2) submit paid invoices to support the reimbursement request, and (3) turn in to the operations manager the broken or unusable tool.
- H. The Board will provide \$150.00 annually for the purchase of boots or overalls. Reimbursement will be processed upon receipt of valid receipts of purchase.

22.07 Mechanics/Head Mechanic

- A. Mechanics employed prior to the date of this Agreement (January 14, 2014) will receive an eight hours per day, two hundred sixty (260) days per year contract, which shall include holidays and vacation. Employees hired after the date of this Agreement (January 14, 2014) may be employed on an hourly basis.

- B. Hand tools of mechanics will be insured by the Board while on Board premises provided the bargaining unit member has completed the necessary inventory for insurance purposes and has submitted an annually updated list to the Treasurer.
- C. The Board will reimburse mechanics for the replacement of personal tools used by the mechanics which are worn or unusable, up to a maximum of \$600.00 per mechanic per year. To be eligible for this payment, the mechanic must (1) prepare and file with the supervisor an inventory of his/her tools, this to be done annually by September 15 and updated at the beginning of the second semester, and (2) submit paid invoices to support the reimbursement request, and (3) turn in to the supervisor the broken or unusable tool.
- D. It shall be the Board's responsibility to furnish all mechanics five (5) uniforms per week and pay for their care and laundry. The Board will provide \$150.00 annually for the purchase of boots or overalls.
- E. Time and one-half (1-1/2) the bargaining unit member's regular rate of pay shall be paid for all work in excess of forty (40) hours per week.
- F. The position of head mechanic will be paid a stipend of \$4,000.00 yearly.

The head mechanic will hold the same type of supervisory authority as does a head building custodian. The head mechanic will assign jobs, control inventory, manage purchase orders and other such jobs as fall within the scope of the head mechanic.

The head mechanic will report directly to the maintenance supervisor. The head mechanic will not evaluate the employees under his/her direction, however, he may give input to the maintenance supervisor when asked to do so.

#### 22.08 Secretaries

- A. Secretary schedules to be set by the Superintendent and will work a scheduled eight (8) hour day, forty (40) hours per week.
- B. All secretarial II-B & III bargaining unit members employed prior to the date of this Agreement (January 14, 2014) shall work one hundred ninety-eight (198) days per work year which will include ten (10) days before and ten (10) days after the student school year. All secretary IV bargaining unit members employed prior to the date of this Agreement (January 14, 2014) will work one hundred eighty (180) days per work year which will include one (1) day before and one (1) day after the student school year. Employees hired after the date of this Agreement (January 14, 2014) may be employed on an hourly basis.
- C. Overtime (time beyond forty (40) hours per week) must be pre-approved by the building principal or supervisor and the Superintendent. Approved overtime

beyond forty (40) hours per week will be paid at time-and-one-half (1-1/2) the bargaining unit member's regular rate on a pro-rata basis.

- D. Extended time may be granted to secretarial employees based upon the needs of the District at the discretion of the Superintendent/Designee.

#### 22.09 Bus Monitor

- A. Bus monitors shall be paid on an hourly basis for time worked. They will work one hundred seventy eight (178) days during the school year.
- B. Bus monitors shall be paid based on the number of hours worked each pay period. Bus monitors shall receive an hourly contract each year.
- C. A statement of duties and responsibilities of bus monitors shall be posted in the transportation office in which monitors are assigned.
- D. When extra work is scheduled in addition to regular working hours, a building seniority rotation system will be used.

#### 22.10 Educational Monitors

- A. Educational monitors shall be paid on an hourly basis for time worked. They will work one hundred seventy-nine (179) days during the school year which will include one day before the start of school. Educational monitors hired prior to the date of this Agreement (January 14, 2014) will maintain their hours as of January 14, 2014.
- B. A statement of duties and responsibilities shall be posted in the office in each building in which monitors are assigned.
- C. When extra work is scheduled in addition to regular working hours, a building seniority rotation system will be used.

#### 22.11 Library Paraprofessionals

Library paraprofessionals employed prior to the date of this Agreement (January 14, 2014) shall receive an eight (8) hour per day, one hundred eighty-four (184) days per year contract. This shall include three (3) days before the first day of school and three (3) days after the last day of school. Employees hired after the date of this Agreement (January 14, 2014) may be employed on an hourly basis. During the school year, reasonable efforts will be made to provide sufficient maintenance time for each library. All library paraprofessionals that attend the yearly LEECA workshop shall be paid at the bargaining unit members's rate of pay.

#### 22.12 Technical Paraprofessionals

Technical Paraprofessionals employed prior to the date of this Agreement (January 14, 2014) shall work eight (8) hours per day, one hundred eighty-four (184) days per year contract. This shall include three (3) days before the first day of school and three (3) days after the last day of school. Employees hired after the date of this Agreement (January 14, 2014) may be hired on an hourly basis. The schedules of technical paraprofessionals will be determined by the Director of Business Affairs.

22.13 Special Needs Paraprofessional

Student's IEP will dictate the hourly/days to be worked. However, persons currently in the affected positions shall remain unchanged through the end of the 2013-2014 school year.

22.14 Highly Qualified Aides, Monitors and Paraprofessionals

- A. By January 8, 2006, all aides, monitors and paraprofessionals employed by the Board (with the exception of bus monitors) must:
- (1) Complete at least two (2) years of study at an institution of higher education; or
  - (2) Obtain an associate's degree or higher degree; or
  - (3) Pass the formal State academic assessment that demonstrates the individual has met a rigorous standard of quality and possesses: (1) the knowledge of, and the ability to assist in instructing, reading, writing and mathematics, or (2) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate.
- B. In order to assist those current aides, monitors, paraprofessionals and/or other interested employees who do not yet meet the above criteria to complete this educational requirement, the Board shall offer training opportunities to said employees to assist them in preparing for the formal State Paraprofessional Assessment described above. Such opportunities may include "in-district" seminars or other pre-approved training/preparation classes.
- C. The Board will reimburse interested current employees who do not yet meet the above criteria for the cost of the State Paraprofessional test on a one-time, first time basis.
- D. Current aides, monitors and paraprofessionals who are unable or unwilling to meet the requirements set forth above in A. by January 8, 2006, will be provided an opportunity to resign. Failure to resign will result in the Board's right to terminate employment for cause.

22.15 Attendance at OAPSE Functions

Bargaining unit members may attend OAPSE sponsored functions which occur during the bargaining unit member's scheduled work day, provided such time is made up by the bargaining unit member. Arrangements for make-up time shall be made with the bargaining unit member's supervisor.

22.16 Labor/Management Committee

- A. The Labor/Management Committee is hereby recognized as a means of dialogue between the representatives of the union and representatives of the Board of Education at which views, proposals, problems, and concerns can be expressed regarding the welfare of non-teaching personnel and their employment.
- B. The Labor/Management Committee is intended to be a forum where issues, other than those negotiated, can be aired and, if possible, resolved.
- C. The Labor/Management Committee is not intended to be a means of formal negotiations or a formal Grievance Procedure.
- D. The Labor/Management Committee shall consist of one (1) person from each classification, and the President of the Local as an ex-officio member. Personnel representing the Board of Education shall work with the Superintendent, or designee, and will not exceed five (5) in number.
- E. Meetings shall be held quarterly.

ARTICLE 23 – SEVERANCE PAY UPON RETIREMENT OR RESIGNATION

23.01 Severance pay will be granted by the Board upon the retirement of bargaining unit members who meet the following requirements:

- A. The bargaining unit member must have at least five (5) years service with the Midview Local Board of Education.
- B. Severance pay is granted to those bargaining unit members who reach retirement age while actively employed by the Board, and have been granted retirement by the State Employees Retirement System (SERS).
- C. Bargaining unit members who retire will be paid twenty-five percent (25%) of their accrued but unused sick leave for the first 100 days of accumulated sick leave; thirty-five percent (35%) for days 101-250; and 50 percent (50%) for days 251-351, as of the effective date of retirement. However, the calculation shall be based on hours.

- 23.02 Severance pay will also be granted by the Board upon the resignation of bargaining unit members who meet the following requirements:
- A. The bargaining unit member must have completed fifteen (15) continuous years of employment with the Board as a regular employee. For purposes of this Article, Board-approved leaves of absence shall be included in determining “continuous years of employment.”
  - B. Bargaining unit members who resign will be paid twenty-five (25%) of their accrued but unused sick leave as of the effective date of resignation to a maximum of one hundred days.
  - C. A bargaining unit member who resigns is not required to claim severance pay under this Article, but may, at his/her option, retain accrued but unused sick leave for transfer to another public employer as provided by law.
  - D. No payment shall be made to any bargaining unit member for whom the Superintendent has recommended in writing be terminated for cause prior to action by the Board on the employee’s resignation.
- 23.03 Claims for severance pay must be made no later than sixty (60) days after retirement or resignation.
- 23.04 Payment will be made in a lump sum within forty-five (45) days after proof of retirement as provided by the State Employees Retirement Board (SERS), or within forty-five (45) days after the effective date of resignation, whichever is applicable.
- 23.05 Payment for sick leave under this Article shall be considered to eliminate all sick leave credit accrued but unused by the bargaining unit member at the time payment is made.
- 23.06 Severance pay shall be based on the daily rate of the bargaining unit member's basic contract (including kindergarten runs when applicable), exclusive of all supplemental contracts and allowances in effect at the time of leaving.

#### **ARTICLE 24 – SPECIAL RETIREMENT – REHIRE PLAN (SRRP)**

NOTE: The retiring employee is eligible for single insurance coverage in accordance with MEA.

The employee must retire at the end of the 2014-2015 school year or at the end of the 2015-2016 school year. The members must notify the Superintendent of his or her intent to participate in this Special Retirement-Rehire Plan (SRRP) by the last day of the first semester of the 2014-2015 school year that he/she wishes to participate in the Special Retirement-Rehire Plan (SRRP) at the end of the 2014-2015 school year (SRRP year 2015-2016) or at the end of the 2015-2016 school year (SRRP 2016-2017). Exceptions to

this final notice deadline will be dealt with on a case-by-case basis by the Superintendent and OAPSE President.

**Article 24 will remain in effect only for the 2014-2015 school year. This Article expires on January 30, 2015.**

The parties agree to abide by the following terms and conditions relating to the employment or re-employment of OAPSE bargaining unit members following such OAPSE employees' service (SERS) retirement. Specifically, the parties agree that:

- A. The bargaining unit member must retire at the end of the 2012-2013 school year. The member must notify the Superintendent of his/her intent to participate in this Special Retirement-Rehire Plan (SRRP) by the last day of the first semester in the year he or she wishes to participate in the Special Retirement-Rehire Plan (SRRP).
- B. The Board agrees to reemploy the retiring individual for one year at his or her current salary. It is understood that the reemployed retiree will be non-renewed (or may resign) at the completion of his or her one-year agreement.
- C. This article will remain in effect through school year 2012-2013. This article will expire on January 30, 2013 unless mutually agreed upon by the Superintendent and the President of the Association that a case of individual hardship may exist, and the individual may be allowed to participate in the SRRP plan after the expiration date. Such appeals shall be considered on a case by case basis.
- D. The retiring employee agrees not to participate in the Board provided (LERC) health insurance program and to participate in another health insurance program if the plan is available to them through SERS, a spouse or other program. Should health insurance not be available to the retired-rehired employee, the Board will purchase a single health insurance plan for the employee at the same rate as charged to all other employees. The Board will not purchase a "family plan" for the employee. However, the SRRP participant will be allowed to purchase a "family plan" at the same cost available to all other bargaining unit members.
- E. The retiring employee will receive his or her severance pay upon retirement as provided by the Negotiated Agreement. There will be no additional severance pay or additional benefits paid at the end of the retiree's reemployment year.
- F. The reemployed retiree will be advanced five (5) sick leave days as he or she begins their final year of employment.
- G. The reemployed retiree will begin the year with three (3) personal leave days.
- H. The Special Retirement Rehire Plan is optional and nothing in this section shall be interpreted to force participation of any member. Any bargaining unit member may

simply retire when eligible by SERS standards and may choose not to participate in the SRRP.

- I. The 60 Day Rule: SERS requires that all retired employees do not become reemployed by any state pension system employer within the first 60 calendar days after their retirement.

If during this 60 day period, it is necessary for a substitute to work the retiree's position, the Superintendent/designee, the Association President and the member shall agree on a date of rehire and appropriate wage adjustments. Wages will be adjusted to recoup the cost of substitutes unless another plan is agreed to by the President of OAPSE and the Superintendent/designee.

- J. Should a Reduction-in-Force be necessary during the term of this agreement, participants in the SRRP program will be exempt from any RIF during their retire-rehire year of service. In addition, no participant in the SRRP program may use their seniority to bump into a higher paying position without express permission of both the President of OAPSE and the Superintendent/designee. It is expected that the SRRP participant will conclude their final year of service in the job from which they retired.

SRRP employees shall have precedence over any employee on a Reduction-in-Force list. This means that a SRRP program participant has the right to return for their final year and overrides the right of a RIF'd person's right to bid for the position. Article 16 shall not take precedence over this part of the Agreement.

- K. The parties expressly agree and fully intend this Article to supersede and take precedence over all other inconsistent or contrary state and federal statutes.

#### ARTICLE 25 – MILEAGE REIMBURSEMENT

- 25.01 Bargaining unit members required to use a personal vehicle for the performance of their duties shall be compensated at the I.R.S. rate in effect at the time of the travel, for the term of this Agreement.

#### ARTICLE 26 – SERS CONTRIBUTION

- 26.01 The Union and the Board agree that the Board will contribute to the School Employees Retirement System (SERS) in addition to the Board's required bargaining unit member contribution an amount equal to the bargaining unit member's contribution to the SERS in lieu of payment of said amount to each bargaining unit member, and that such amount contributed by the Board on behalf of the bargaining unit member shall be treated as a mandatory salary reduction from the contracted salary or hourly rate otherwise payable to each bargaining unit member.

- A. The amount to be “picked-up” by the Board of Education:
  - 1. shall be credited to the SERS as bargaining unit member contribution;
  - 2. shall be included in computing a bargaining unit member’s average salary for SERS purposes;
  - 3. shall not be reported by the Board as subject to current federal and state income taxes; and
  - 4. shall be reported by the Board as subject to city income tax.
- B. Each bargaining unit member will be responsible for compliance with IRS salary exclusion allowance regulations with respect to the “pick-up” in combination with other tax-deferred compensation plans.
- C. For purposes of this provision, a bargaining unit member's total annual salary and/or salary per pay period shall be the salary specified in the schedule of this Agreement. The total annual salary and/or salary per pay period shall be payable to the Board in two (2) components:
  - 1. Deferred salary: A bargaining unit member's deferred salary shall be equal to that percentage of annual salary and/or salary per pay period which is required by the SERS to be paid as an employee contribution by said bargaining unit member.
  - 2. Cash salary: A bargaining unit member's cash salary shall be equal to the bargaining unit member's total annual salary and/or salary per pay period less the amount of deferred salary payable to said bargaining unit member subject to applicable payroll deductions. The Board's total expenditures for bargaining unit member salaries as specified in the salary schedule of this Agreement and its employer contribution to the SERS shall not be greater than the amount the Board would have paid had this provision not been in effect.
- D. The Board shall compute and remit its employer contributions to the SERS based upon the bargaining unit member's total annual salary and/or salary per pay period.
- E. An addendum to each bargaining unit member's contract or salary notice (for hourly bargaining unit members) currently in effect shall be prepared/distributed which states:
  - 1. that the bargaining unit member's contract salary or hourly rate is being restated as consisting of a cash salary and deferred salary which is equal to

the amount of the bargaining unit member's contribution to the SERS being "picked-up" by the Board on behalf of the bargaining unit member;

2. that the Board will contribute to the SERS an amount equal to the bargaining unit member's required contribution to the SERS for the account of each bargaining unit member; and
  3. that life insurance, sick leave pay, assault leave pay, supplemental pay, workers compensation benefits, unemployment compensation benefits, or any other compensation or benefit which is indexed to or otherwise determinable by reference to the bargaining unit member's rate of pay, shall be calculated upon the combined cash salary and deferred salary of the bargaining unit member.
- F. Contracts and salary notices for members of the bargaining unit shall comply with the provisions of this Article.
- G. It is understood and agreed by the Board and union that in future negotiations for salary purposes, the total amount of the base salary as set forth in the salary schedule shall be considered the gross salary of the bargaining unit member.

#### ARTICLE 27 - SALARY

27.01 The salaries for each job classification shall be as set forth below, which represent the following increases applied to the base:

- A. Contract 1 (July 1, 2013-June 30, 2014) 0% with language as agreed.
- B. Contract 2 (July 1, 2014-June 30, 2017)
- |        |  |
|--------|--|
| Year 1 | (July 1, 2014- June 30, 2015) 1.65%  |
| Year 2 | (July 1, 2015- June 30, 2016) 1.0% floor with a reopener on salary and health insurance only |
| Year 3 | Reopener on salary and health insurance only   |
- C. \$200 signing bonus for each employee in the bargaining unit in the February 15, 2014 payroll as long as this Agreement is ratified before January 31, 2014.

27.02 Effective July 1, 2000, longevity payments will be made in the first payroll in December, as follows:

<u>Years</u>	<u>Amount</u>
18-19	\$250
20-21	\$350
22-23	\$450
24+	\$550

27.03 Position details are as follows:

Note: All employees hired prior to the date of this Agreement (January 14, 2014) are grandfathered at their established hours. Employees hired after the date of this Agreement (January 14, 2014) may be employed on an hourly basis. Hourly position added for each classification that does not currently have one.

	Service <u>Days</u>	<u>Holidays</u>	<u>Day</u>	<u>Week</u>	<u>Months</u>
<u>TRANSPORTATION</u>					
Mechanic/Head Mechanic	249+	11	8 hr.	40 hr.	12
Bus Driver	181+	10	4 hr.	20 hr.	9
Bus Monitor	178+	10	Hourly	20 hr.	9
<u>CLERICAL</u>					
Secretary II-B	198+	10	8 hr.	40 hr.	10
Secretary III	198+	10	8 hr.	40 hr.	10
Secretary IV	180+	10	8 hr.	40 hr.	10
PBX Operator/Secretary IV	180+	10	Hourly	20 hr.	9
<u>CUSTODIAL/MAINTENANCE</u>					
Skilled Trades	249+	11	8 hr.	40 hr.	12
Maintenance Trades	249+	11	8 hr.	40 hr.	12
General Maintenance	249+	11	Hourly	40 hr.	12
Head Building Custodian	249+	11	8 hr.	40 hr.	12
Custodian	249+	11	8 hr.	40 hr.	12
Hourly Custodian	198+	10	Hourly		10
<u>FOOD SERVICE</u>					
Head Cook	180+	10	7 ½ hr.	35 hr.	9
Assistant Cook	180+	10	7 ½ hr.	35 hr.	9
Hourly Cook	179+	10	Hourly		9
Salad Bar	107+	10	3 hr.		9
Dishwasher	179+	10	Hourly		9
Food Run Driver	179+	10	Hourly		9
<u>AIDES</u>					
Educational Monitors	179+	10	3 ½ -7 hr.		9
Library Paraprofessional	184+	10	8 hr.	40 hr.	9
Technical Paraprofessional (less than 8 hour)	184+	10	Hourly		9
Technical Paraprofessional	184+	10	8 hr.	40 hr.	9
Special Needs Paraprofessional*		10	*Based on	Student's	IEP

SHIPPING/RECEIVING

Shipping Clerk 249+ 11 8 hr. 40 hr. 12

EMIS

EMIS Coordinator (until 4/30/14) 210+ 10 8 hr. 40 hr.

ADULT LABORER

Adult Laborer 249+ 11 Hourly 40 hr. 12

Non-hourly contracted employees hired on or before January 14, 2014 will have their hours as of that date maintained during their employment with the Board. Education monitors and cooks hired on or before January 14, 2014 will also be eligible for this "grandfather clause".

- 27.04 All employees of Local #186 will be issued school identification cards and these cards will be used for payroll, accounting, and building access.

ARTICLE 28 - BARGAINING UNIT MEMBER'S RIGHTS

- 28.01 Bargaining unit members shall have a right to participate in professional and civic organizations of their choosing.
- 28.02 The central office personnel file and payroll file shall be the only record kept of bargaining unit members and shall be maintained. Any material kept by administrators/supervisors shall be filed in the central office personnel file by the end of each school year or thrown away.
- 28.03 Anonymous and/or unsupported material shall not be placed in personnel files.
- 28.04 A grievance or complaint by a member shall not be placed in his or her personnel file.
- 28.05 Except to the extent required by law, personnel files shall not be open to the public. In the event access to a member's personnel file is required by law, the member shall be advised in advance and shall have the right to be present during such inspection.
- 28.06 Any member shall have the right to place a written rebuttal to any items in his/her master file. Such rebuttal shall be appended to the disputed information.
- 28.07 Professional Conferences
- A. The Board will provide safety meetings for bargaining unit members as provided by law.

- B. All bargaining unit members shall be informed of educational workshops when such information becomes available to the administration.

28.08 Members Children

Members of the bargaining unit who wish to have their children attend the Midview Schools shall be admitted if they qualify and agree to attend under the rules and regulations set forth in district guidelines. Criteria and exceptions shall be the same as those listed in the district Open Enrollment Policy and Guidelines statement.

ARTICLE 29 – UNION RIGHTS

- 29.01 The union shall have the right to use institutional equipment, facilities and buildings at reasonable times when requested, through regular procedures. The Board office is excluded from this Article except with prior approval.
- 29.02 The union president shall, upon request, be provided copies of any budget, publicly disclosed material, and Board meeting agendas. The union president shall be sent a copy of the Board meeting notice and agenda.
- 29.03 The union shall be given use of mailboxes.
- 29.04 All buildings with the exception of the Board of Education will have a bulletin board available for use by the union. The purpose of the bulletin boards will be to make available union information to bargaining unit members in each building. Such information will not be inflammatory in nature. Maintenance of the bulletin boards will be that of the union's building representatives. All information being made available on the bulletin boards will be provided at the request of the Association President and when necessary, the Association President will get prior approval of the Superintendent and his/her designee prior to an item being posted.

ARTICLE 30 – JOB RELATED LAWSUIT

- 30.01 Should a bargaining unit member be required and subpoenaed to testify in a lawsuit filed against the Board of Education, that bargaining unit member shall receive court leave for the time necessary for testifying on behalf of the school district without loss of pay.

ARTICLE 31 – JOB DESCRIPTIONS

- 31.01 The Union shall be furnished with a copy of the job descriptions of each classification under the terms of this Agreement. Each bargaining unit member shall be provided with an up-to-date copy of his/her job description.

- A. OAPSE Local #186 shall establish a committee to review job descriptions for all positions of bargaining unit members.
- B. The purpose of this committee is to make recommendations to the Superintendent to assist in updating or changing job descriptions.
- C. The committee shall meet with the Superintendent, or designee, annually for updating/reviewing job descriptions.

### ARTICLE 32 – COMPLETE AGREEMENT

32.01 This Agreement contains the full and complete agreement of the parties and supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the union. Neither party shall be obligated during the term of this Agreement to negotiate further on any matter, whether or not covered by the Agreement. No amendment to this Agreement shall be binding upon either party unless in writing signed by the parties.

### ARTICLE 33 – FORMS

- 33.01 Bargaining unit members shall be expected to sign and return such forms that are required by the Board of Education in a timely manner.
- 33.02 AESOP/Kiosk (or a substantially similar human resources program): The human resources computer programs shall be used to request or receive personal leave, vacation leave, sick leave, salary notices, payroll information and to process other information commonly used within the school district. Training in use of the program shall be offered to all employees requesting said training. At least one computer shall be made available in each building for use by bargaining unit members wishing to access the program.

### ARTICLE 34 – NO STRIKE, NO LOCKOUT CLAUSE

34.01 During the duration of this Agreement, neither OAPSE, its agents, or any bargaining unit member shall engage in, assist in, sanction or approve any strike, slowdown, withholding of services, so-called "study days", or any other concerted effort which interferes with, impedes, or impairs the normal operation of the schools. Nor shall the Board lockout the members of the bargaining unit. If schools are closed by the Board due to a strike by any other bargaining unit which results in make-up days being added to the school calendar, bargaining unit members shall be paid their regular rate for days school is closed due to the strike and for make-up days.

ARTICLE 35 – DRUG TESTING OF CDL EMPLOYEES

35.01 Drug/alcohol and controlled substance testing shall be pursuant to Board policy, consistent with federal law. All time spent administering an alcohol or controlled substance test, including travel time will be paid at the employee's regular rate of pay, or at their overtime rate, if applicable. Any employee who is not allowed to return to work while awaiting test results will be compensated during the waiting period for all work time lost, including overtime, if applicable. The Board shall pay all costs associated with the administration of alcohol or controlled substance tests. This includes testing of the "split specimen" at a federally certified laboratory if so requested by an employee. Positive results will result in a loss of pay for the waiting time after results of the second positive split specimen test are received.

ARTICLE 36 – PEOPLE

36.01 With proper written authorization, the employer agrees to deduct for:  
  
PEOPLE (Public Employees to Promote Legislative Equality)

ARTICLE 37 – CONTRACT DURATION

NOTE:

Enter into a 1 year contract for 2013-2014 school year.

Then enter a T.A for later ratification for a 3 year deal.

Contract 1 (July 1, 2013- June 30, 2014) 0% with language as agreed.

Contract 2 (July 1, 2014- June 30, 2017)

Year 1 (July 1, 2014- June 30, 2015) 1.65%

Year 2 (July 1, 2015- June 30, 2016) 1.0% floor with a reopener on salary and health insurance only

Year 3 (July 1, 2016- June 30, 2017) Reopener on salary and health insurance only

37.01 This Agreement begins as of July 1, 2013, and continues in full force and effect through June 30, 2014.

This Agreement begins as of July 1, 2014, and continues in full force and effect through June 30, 2017.

37.02 If, during the term of this Agreement there is a change in applicable State or Federal law which would invalidate any provision of this Agreement, or which would prevail over the

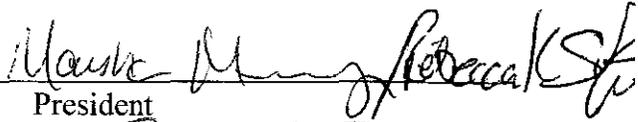
terms of this Agreement as provided in 4117.07 (a), the parties will meet to resolve any necessary changes in the Agreement relative to the affected provision only.

IN WITNESS THEREOF, the parties have SIGNED this Agreement on the 27 day of January, 2014.

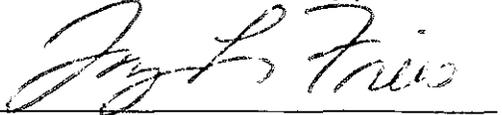
THE BOARD OF EDUCATION OF  
THE MIDVIEW LOCAL SCHOOL  
DISTRICT

OHIO ASSOCIATION OF  
PUBLIC SCHOOL EMPLOYEES,  
LOCAL #186

By:   
President

By:   
President

By:   
Superintendent

By:   
Vice-President

**LEVEL I – Informal Resolution – Refer to Article 4, 4.04 Procedure (A)**

**LEVEL II PROCEDURE (fill out information below if grievance is not resolved at Level I)**

Aggrieved Person and/or Persons: \_\_\_\_\_

Assignment: \_\_\_\_\_

Phone: \_\_\_\_\_

School: \_\_\_\_\_

Supervisor/Principal: \_\_\_\_\_

Date Grievance Occurred: \_\_\_\_\_

Date of Formal Filing: \_\_\_\_\_

Person or Person to Whom  
Grievance is Directed: \_\_\_\_\_

Initiated on Level: \_\_\_\_\_

Which articles in the contract have been violated? \_\_\_\_\_  
\_\_\_\_\_

Facts upon which the grievance is based? \_\_\_\_\_

Relief sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you discussed this matter with your immediate supervisor? \_\_\_\_\_  
\_\_\_\_\_

Grievant's Signature: \_\_\_\_\_

This form must be completed in its entirety before it will be processed through the grievance procedure. Failure to complete this form will be assess against the grievant's time.

To be filed in triplicate:  
(1) Grievant (2) Administration (3) Union

GRIEVANCE DECISIONS

LEVEL ONE (Informal) Discussion: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Administrative Representative

Signature: \_\_\_\_\_  
Aggrieved and/or Association Representative\*

LEVEL TWO (Supervisor) Decision: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Administrative Representative

Signature: \_\_\_\_\_  
Aggrieved and/or Association Representative\*

LEVEL THREE (Superintendent) Decision: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Administrative Representative

Signature: \_\_\_\_\_  
Aggrieved and/or Association Representative\*

LEVEL FOUR (Board of Education) Decision: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Administrative Representative

Signature: \_\_\_\_\_  
Aggrieved and/or Association Representative\*

**WHERE DECISION REQUIRES ADDITIONAL SPACE, ATTACH PAGES AS NECESSARY.**

- I. FOOD SERVICE
  - A. Head Cook
  - B. Assistant Cook
  - C. Hourly Cook
  - D. Dishwasher
  - E. Salad Bar
  - F. Food Run
  
- II. TRANSPORTATION
  - A. Mechanic/Head Mechanic
  - B. Bus Driver
  - C. Bus Monitor
  
- III. AIDES
  - A. Library Paraprofessional
  - B. Technical Paraprofessional
  - C. Educational Monitor
  
- IV. CLERICAL
  - A. Secretary II-B
  - B. Secretary III
  - C. Secretary IV
  - D. PBX Operator/Secretary IV
  
- V. CUSTODIAL
  - A. Head Building Custodian
  - B. Custodian
  - C. Hourly Custodian
  
- VI. MAINTENANCE
  - A. Skilled Trades
  - B. Maintenance Trades
  - C. General Maintenance
  
- VII. SHIPPING/ RECEIVING
  - A. Shipping Clerk

VIII. ADULT LABORER

A. Adult Laborer

IX. SPECIAL NEEDS PARAPROFESSIONAL

A. Special Needs Paraprofessional

X. EMIS\*

A. EMIS Coordinator (until April 30, 2014)

\*EMIS position in bargaining unit July 1, 2013 through April 30, 2014. The position will then become exempt and no longer a union position.

REPORT OF AN IMMINENT SAFETY/HEALTH CONCERN

I have reason to believe that the condition(s) describe below presents an imminent danger of death or serious harm.

STATEMENT OF CONDITION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LOCATION OF THE CONLITION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I request the District take steps to investigate the matter; necessary corrective action to rectify the condition will take place as soon as possible.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Print Name)  
(Signature)  
(Position)  
(Date)

Date of Receipt: \_\_\_\_\_

The complaint was investigated by: \_\_\_\_\_

Date of the investigation: \_\_\_\_\_

Action taken: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

EDUCATIONAL LEAVE REQUEST FORM

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Building/Classification: \_\_\_\_\_

Present Assignment: \_\_\_\_\_

Name of accredited university or technical school: \_\_\_\_\_

Date employee begins classes: \_\_\_\_\_

Date employee intends to return to employment with District: \_\_\_\_\_

Rules for Educational Leave

1. No more than three (3) employees will be permitted to take educational leave during any school year.
2. Educational leave will be granted on a first come, first serve basis.
3. Leave will be granted for periods of not less than six (6) months, those periods being July 1 to December 31, and January 1 to June 30.
4. Once applied for and granted, an employee will not be able to return until the end of the period granted; however, if for circumstances beyond the control of the employee, attendance at the educational institution cannot commence as intended, the employee may be returned to their position.
5. Employees will have return rights to their previous classification, but not necessarily their specific position.
6. Educational leave will only be made available to any employee once during the term of this Negotiated Agreement.
7. Additional educational leave may be granted at the discretion of the Superintendent or his/her designee.
8. An educational leave will not interrupt seniority, but time spent on such leave shall not count toward seniority.

\*\*\*\*\*

Date of receipt of application: \_\_\_\_\_

Time of receipt: \_\_\_\_\_  
(NCR FORM)

Leave Approved: \_\_\_\_\_

Date: \_\_\_\_\_

Leave Disapproved (with reasons): \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature Superintendent/Designee

cc: Treasurer  
Member

CLASSIFIED EMPLOYEE JOB BID FORM

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

POSITION YOU ARE APPLYING FOR: \_\_\_\_\_

PLEASE LIST YOUR QUALIFICATIONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EDUCATION:

\_\_\_\_ HIGH SCHOOL DIPLOMA      \_\_\_\_ COLLEGE LEVEL COURSE WORK  
( ) IF YES SPECIALIZED TRAINING, INCLUDING WORKSHOPS--LIST BELOW)

1. \_\_\_\_\_ 3. \_\_\_\_\_

2. \_\_\_\_\_ 4. \_\_\_\_\_

OTHER TYPES OF WORK EXPERIENCE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTACHED IS A COPY OF THE JOB DESCRIPTION FOR THE POSITION NOW OPEN.  
READ IT CAREFULLY BEFORE SIGNING THIS FORM.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Midview Schools does not discriminate on the basis of race, color, national origin, age, religion, political affiliation, disability, or sex in its educational programs or employment.

Attachment F  
Insurance Coverage

**Lake Erie Regional Council (LERC)  
PLAN DESIGN STRATEGY INTEGRATING WELLNESS**

Effective Dates	7/1/2013 to 7/31/2014	Starting 8/1/2014	Optional plan: starting 1/1/2014
	<u>Current Plan</u>	<u>Premium</u>	<u>Min. Value Based Design for ACA</u>
<b>In-Network</b>			
Deductible (In-network)		\$750/\$1,500	\$4,000/\$8,000
- Earned Incentive Award		(\$250)/(\$500)	(\$250)/(\$500)
Deductible (In-network)		\$500/\$1,000	\$3,750/\$7,500
Coinsurance		90%	70%
Coinsurance Out-of-Pocket Max (does not include deductible)		\$1,500/\$3,000	\$6,250/\$12,500
Total Out-of-Pocket Max includes deductible and coinsurance) with wellness incentive		\$2,000/\$4,000	\$10,000/\$20,000
Total Out-of-Pocket Max includes deductible and coinsurance) without wellness incentive		\$2,250/\$4,500	\$10,250/\$20,500
<b>Out-of-Network</b>			
Deductible (Out-of-network)		\$1,500/\$3,000	\$4,000/\$8,000
Coinsurance		60%	50%
Coinsurance Out-of-Pocket Max (does not include deductible)		\$3,000/\$6,000	\$10,000/\$20,000
Total Out-of-Pocket Max includes deductible and coinsurance)		\$4,500/\$9,000	\$14,000/\$28,000
<b>Office and Emergency Visit:</b>			
OV Copay		\$25	\$50
Urgent Care Visit		\$40	\$100
Specialist Visit		\$40	\$100
ER Copay - Emergency		\$100	\$300
ER Copay - Non-Emergency		\$200	\$300
<b>WELLNESS</b>			
Immunizations		100% In-network	100% In-network
Routine Physical		100% In-network	100% In-network
Routine PSA		100% In-network	100% In-network
Endoscopies		100% In-network	100% In-network
Pap Test Exam		100% In-network	100% In-network
PPACA Expanded Wellness Svcs		100% In-network	100% In-network
<b>Prescription Drug Benefit</b>			
Retail Drug Card		\$10/\$25/\$50	Ded. then \$10/\$50/\$100
Mail Order		\$20/\$50/\$100	Ded. then \$20/\$100/\$200
Specialty Medications		\$60	Ded. then \$200
Step Therapy		YES	YES
Mandatory Mail Order		YES	YES
Maintenance Choice		YES	YES
<u>Under Major Medical</u>			
<b>OTHER</b>			
Working Spouse Rule:	Yes	Yes- LERC Spousal Lang.	Yes- LERC Spousal Lang.
Employee Contribution	Fulltime 10% of Medical/Dental/Rx (part time according to schedule in negotiated agreement)	Fulltime 10% of Medical/Dental/Rx (part time according to schedule in negotiated agreement)	Fulltime 15% of Medical/Dental/Rx (part time according to schedule in negotiated agreement)

**Lake Eric Regional Council (LERC)  
Working Spouse Rule Effective August 1, 2014**

Any spouse that has single medical/prescription drug insurance coverage available through his/her employer, business, organization or retirement plan, that costs no more than 25% of the premium cost for the lowest cost plan, must enroll in that coverage and the Midview Local School District Health Plan will coordinate as secondary payer for any and all services provided.

It is the employee's responsibility to advise the Midview Local School District Benefit Plan (the "Plan") immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group medical/prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan after July 31, 2014 or if the contribution for single coverage changes. Upon becoming eligible, the employee's spouse must enroll in single coverage under any group medical/prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement because the cost for single coverage under the lowest cost plan is more than 25% of the premium cost.

Any spouse who fails to enroll in any group medical/prescription drug insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by this rule, shall be ineligible for benefits under such group insurance coverage sponsored by Midview Local School District.

Every employee whose spouse participates under the Midview Local School District medical/prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group medical/prescription drug insurance coverage sponsored by the spouse's employer, business, organization, or any retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group medical/prescription drug insurance coverage sponsored by Midview Local School District. Additional documentation may be required.

If you submit false information, or fail to timely advise the Plan of a change in your spouse's eligibility for employer (or business, organization, or retirement plan) sponsored group medical/prescription drug insurance, and such false information or such failure by you results in the Plan providing benefits to which your spouse is not entitled, you will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by you may be deducted from the benefits to which you would otherwise be entitled. In addition, your spouse will be terminated immediately from group medical/prescription drug insurance coverage under the Plan. If you submit false information, you may be subject to disciplinary action, up to and including termination of employment.

MEMORANDUM OF UNDERSTANDING

Midview Local School District Board of Education  
And OAPSE Local #186

This Memorandum of Understanding is entered into and effective this 29<sup>th</sup> day of June, 2011, by and among the Midview Local School District Board of Education ("Board"), and OAPSE Local #186 ("Union"); and

WHEREAS, the Board, the Union wish to enter into a one-time, non-precedent setting arrangement to allow for the combining of secretarial positions at the elementary schools and the special services positions. This agreement integrates the inclusion of duties of the Special Service Secretary into the duties of the current Secretary IV positions that serve the elementary school clinics.

NOW, THEREFORE, the Board, the Union in consideration of and for the mutual agreement contained herein agrees to the following provisions, which shall commence on:

1. The Board understands and agrees that training must be made available for some duties which the affected secretaries will be required to perform for which they are currently unfamiliar
2. Beginning at the start of the 2012-2013 school year and continuing throughout when needed, Administration, OAPSE and the affected secretaries will meet to discuss and facilitate equitable workload distribution issues as they become apparent.
3. Effective July 1, 2012, each Secretary IV will receive a stipend of \$2,000 prorated, paid in two payments on December 15, and June 15.

WHEREFORE, the undersigned have executed this Memorandum of Understanding as of the date set forth above with full authority to bind the parties hereto.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

BASE PAY CONTRACT 2013-2014	8.61	B A S E	MECHANIC	BUS DRIVER	BUS MONITOR	SKILLED TRADES	MAINTENANCE TRADES	SHIPPING/REC & GENERAL MAINTENANCE	HEAD BUILDING CUSTODIAN	CUSTODIAN	HOURLY CUSTODIAN	LIBRARY PARA-PROFESSIONAL	TECHNICAL PARA-PROFESSIONAL	EDUC MONITORS	SECRETARY II B	SECRETARY III
			2080	764	Hourly	2080	2080	2080	2080	2080	2080	Hourly	1552	1552	Hourly	1664
ANNUAL RATE	0	\$	38,646.40	\$ 13,010.92		\$ 43,680.00	\$ 38,646.40	\$ 27,393.60	\$ 35,672.00	\$ 33,716.80		\$ 22,022.88	\$ 20,920.96		\$ 26,307.84	\$ 24,926.72
HOURLY RATE		\$	18.58	\$ 17.03	\$ 10.45	\$ 21.00	\$ 18.58	\$ 13.17	\$ 17.15	\$ 16.21	\$ 11.00	\$ 14.19	\$ 13.48	\$ 10.45	\$ 15.81	\$ 14.98
ANNUAL RATE	1	\$	39,416.00	\$ 13,293.60		\$ 44,470.40	\$ 39,416.00	\$ 28,142.40	\$ 36,316.80	\$ 34,382.40		\$ 22,550.56	\$ 21,324.48		\$ 26,923.52	\$ 25,509.12
HOURLY RATE		\$	18.95	\$ 17.40	\$ 10.79	\$ 21.38	\$ 18.95	\$ 13.53	\$ 17.46	\$ 16.53	\$ 11.37	\$ 14.53	\$ 13.74	\$ 10.79	\$ 16.18	\$ 15.33
ANNUAL RATE	2	\$	40,206.40	\$ 13,591.56		\$ 45,260.80	\$ 40,206.40	\$ 28,808.00	\$ 36,982.40	\$ 35,027.20		\$ 23,078.24	\$ 21,712.48		\$ 27,505.92	\$ 26,108.16
HOURLY RATE		\$	19.33	\$ 17.79	\$ 11.02	\$ 21.76	\$ 19.33	\$ 13.85	\$ 17.78	\$ 16.84	\$ 11.70	\$ 14.87	\$ 13.99	\$ 11.02	\$ 16.53	\$ 15.69
ANNUAL RATE	3	\$	40,996.80	\$ 13,981.88		\$ 46,030.40	\$ 40,996.80	\$ 29,411.20	\$ 37,627.20	\$ 35,672.00		\$ 23,574.88	\$ 22,116.00		\$ 28,104.96	\$ 26,890.56
HOURLY RATE		\$	19.71	\$ 18.17	\$ 11.38	\$ 22.13	\$ 19.71	\$ 14.14	\$ 18.09	\$ 17.15	\$ 12.10	\$ 15.19	\$ 14.25	\$ 11.38	\$ 16.89	\$ 16.04
ANNUAL RATE	4	\$	41,787.20	\$ 14,172.20		\$ 46,841.60	\$ 41,787.20	\$ 30,014.40	\$ 38,292.80	\$ 36,316.80		\$ 24,133.60	\$ 22,535.04		\$ 28,737.28	\$ 27,306.24
HOURLY RATE		\$	20.09	\$ 18.55	\$ 11.67	\$ 22.52	\$ 20.09	\$ 14.43	\$ 18.41	\$ 17.46	\$ 12.50	\$ 15.55	\$ 14.52	\$ 11.67	\$ 17.27	\$ 16.41
ANNUAL RATE	5	\$	42,577.60	\$ 14,477.80		\$ 47,632.00	\$ 42,577.60	\$ 30,680.00	\$ 38,937.60	\$ 36,982.40		\$ 24,630.24	\$ 22,923.04		\$ 29,336.32	\$ 27,888.64
HOURLY RATE		\$	20.47	\$ 18.95	\$ 12.01	\$ 22.90	\$ 20.47	\$ 14.75	\$ 18.72	\$ 17.78	\$ 12.78	\$ 15.87	\$ 14.77	\$ 12.01	\$ 17.63	\$ 16.76
ANNUAL RATE	6	\$	43,368.00	\$ 14,768.12		\$ 48,401.60	\$ 43,368.00	\$ 31,262.40	\$ 39,603.20	\$ 37,627.20		\$ 25,157.92	\$ 23,328.56		\$ 29,935.36	\$ 28,487.68
HOURLY RATE		\$	20.85	\$ 19.33	\$ 12.32	\$ 23.27	\$ 20.85	\$ 15.03	\$ 19.04	\$ 18.09	\$ 13.16	\$ 16.21	\$ 15.03	\$ 12.32	\$ 17.99	\$ 17.12
ANNUAL RATE	7	\$	44,137.60	\$ 15,068.08		\$ 49,192.00	\$ 44,137.60	\$ 31,886.40	\$ 40,248.00	\$ 38,292.80		\$ 25,685.60	\$ 23,714.56		\$ 30,534.40	\$ 29,070.08
HOURLY RATE		\$	21.22	\$ 19.72	\$ 12.65	\$ 23.65	\$ 21.22	\$ 15.33	\$ 19.35	\$ 18.41	\$ 13.52	\$ 16.55	\$ 15.28	\$ 12.65	\$ 18.35	\$ 17.47
ANNUAL RATE	8	\$	44,948.80	\$ 15,348.76		\$ 50,003.20	\$ 44,948.80	\$ 32,572.80	\$ 40,913.60	\$ 38,916.80		\$ 26,213.28	\$ 24,133.60		\$ 31,133.44	\$ 29,685.76
HOURLY RATE		\$	21.61	\$ 20.09	\$ 12.99	\$ 24.04	\$ 21.61	\$ 15.66	\$ 19.67	\$ 18.71	\$ 13.87	\$ 16.89	\$ 15.55	\$ 12.99	\$ 18.71	\$ 17.84
ANNUAL RATE	9	\$	45,739.20	\$ 15,639.08		\$ 50,772.80	\$ 45,739.20	\$ 33,198.80	\$ 41,537.60	\$ 39,582.40		\$ 26,740.96	\$ 24,521.60		\$ 31,749.12	\$ 30,268.16
HOURLY RATE		\$	21.99	\$ 20.47	\$ 13.30	\$ 24.41	\$ 21.99	\$ 15.96	\$ 19.97	\$ 19.03	\$ 14.27	\$ 17.23	\$ 15.80	\$ 13.30	\$ 19.08	\$ 18.19
ANNUAL RATE	10	\$	46,508.80	\$ 15,937.04		\$ 51,563.20	\$ 46,508.80	\$ 33,883.20	\$ 42,224.00	\$ 40,227.20		\$ 27,268.64	\$ 24,925.12		\$ 32,364.80	\$ 30,867.20
HOURLY RATE		\$	22.36	\$ 20.86	\$ 13.61	\$ 24.79	\$ 22.36	\$ 16.29	\$ 20.30	\$ 19.34	\$ 14.59	\$ 17.57	\$ 16.06	\$ 13.61	\$ 19.45	\$ 18.55
ANNUAL RATE	11	\$	47,299.20	\$ 16,235.00		\$ 52,332.80	\$ 47,299.20	\$ 34,465.60	\$ 42,889.60	\$ 40,872.00		\$ 27,795.32	\$ 25,313.12		\$ 32,980.48	\$ 31,482.88
HOURLY RATE		\$	22.74	\$ 21.25	\$ 13.96	\$ 25.16	\$ 22.74	\$ 16.57	\$ 20.62	\$ 19.65	\$ 14.94	\$ 17.91	\$ 16.31	\$ 13.96	\$ 19.82	\$ 18.92
ANNUAL RATE	12	\$	48,110.40	\$ 16,517.68		\$ 53,144.00	\$ 48,110.40	\$ 35,152.00	\$ 43,534.40	\$ 41,516.80		\$ 28,339.52	\$ 25,716.64		\$ 33,280.00	\$ 32,065.28
HOURLY RATE		\$	23.13	\$ 21.62	\$ 14.29	\$ 25.55	\$ 23.13	\$ 16.90	\$ 20.93	\$ 19.96	\$ 15.24	\$ 18.26	\$ 16.57	\$ 14.29	\$ 20.00	\$ 19.27
ANNUAL RATE	13	\$	48,422.40	\$ 16,716.32		\$ 53,476.80	\$ 48,422.40	\$ 35,796.80	\$ 43,867.20	\$ 41,849.60		\$ 28,618.88	\$ 25,918.40		\$ 33,596.16	\$ 32,414.72
HOURLY RATE		\$	23.28	\$ 21.88	\$ 14.60	\$ 25.71	\$ 23.28	\$ 17.21	\$ 21.09	\$ 20.12	\$ 15.57	\$ 18.44	\$ 16.70	\$ 14.60	\$ 20.19	\$ 19.48
ANNUAL RATE	14	\$	48,755.20	\$ 16,892.04		\$ 53,809.60	\$ 48,755.20	\$ 36,441.60	\$ 44,200.00	\$ 42,182.40		\$ 28,913.76	\$ 26,104.64		\$ 33,962.24	\$ 32,730.88
HOURLY RATE		\$	23.44	\$ 22.11	\$ 14.94	\$ 25.87	\$ 23.44	\$ 17.52	\$ 21.25	\$ 20.28	\$ 15.85	\$ 18.63	\$ 16.82	\$ 14.94	\$ 20.41	\$ 19.67
ANNUAL RATE	15	\$	49,108.80	\$ 17,113.60		\$ 54,163.20	\$ 49,108.80	\$ 37,086.40	\$ 44,553.60	\$ 42,556.80		\$ 29,239.88	\$ 26,352.96		\$ 34,328.32	\$ 33,086.96
HOURLY RATE		\$	23.61	\$ 22.40	\$ 15.27	\$ 26.04	\$ 23.61	\$ 17.83	\$ 21.42	\$ 20.46	\$ 16.19	\$ 18.84	\$ 16.98	\$ 15.27	\$ 20.63	\$ 19.89
ANNUAL RATE	16	\$	49,483.20	\$ 17,335.16		\$ 54,537.60	\$ 49,483.20	\$ 37,689.60	\$ 44,928.00	\$ 42,910.40		\$ 29,565.80	\$ 26,570.24		\$ 34,894.40	\$ 33,463.04
HOURLY RATE		\$	23.79	\$ 22.69	\$ 15.61	\$ 26.22	\$ 23.79	\$ 18.12	\$ 21.60	\$ 20.63	\$ 16.49	\$ 19.05	\$ 17.12	\$ 15.61	\$ 20.85	\$ 20.11
ANNUAL RATE	17	\$	49,836.80	\$ 17,556.72		\$ 54,891.20	\$ 49,836.80	\$ 38,313.60	\$ 45,281.60	\$ 43,284.80		\$ 29,891.52	\$ 26,818.56		\$ 35,043.84	\$ 33,845.76
HOURLY RATE		\$	23.96	\$ 22.98	\$ 15.93	\$ 26.39	\$ 23.96	\$ 18.42	\$ 21.77	\$ 20.81	\$ 16.81	\$ 19.26	\$ 17.28	\$ 15.93	\$ 21.06	\$ 20.34

8.61 \$	B A S E P A Y C O N T R A C T 2013-2014	SECRETARY IV 1520	EMIS COORDINATOR 1780	PBX RECEPTION Hourly	HEAD COOK 1425	ASSISTANT COOK 1425	HOURLY COOK Hourly	SALAD BAR Hourly	DISH WASHER Hourly	FOOD RUN Hourly	ADULT LABORER Hourly	SPECIAL NEEDS PARA- PROFESSIONAL 1338
	0	\$ 18,726.40	\$ 27,825.80	\$ 10.80	\$ 13.84	\$ 11.96	\$ 10.83	\$ 9.22	\$ 9.46	\$ 12.59	\$ 12.59	\$ 18,567.80
		\$ 12.32	\$ 15.81	\$ 10.80	\$ 13.84	\$ 11.96	\$ 10.83	\$ 9.22	\$ 9.46	\$ 12.59	\$ 12.59	\$ 12.20
	1	\$ 19,167.20	\$ 28,476.80	\$ 10.80	\$ 20,078.25	\$ 17,370.75	\$ 11.17	\$ 9.51	\$ 9.75	\$ 12.59	\$ 12.59	\$ 16,893.52
		\$ 12.61	\$ 16.18	\$ 10.80	\$ 14.09	\$ 12.19	\$ 11.17	\$ 9.51	\$ 9.75	\$ 12.59	\$ 12.59	\$ 12.44
	2	\$ 19,608.00	\$ 29,092.80	\$ 10.80	\$ 20,448.75	\$ 17,684.25	\$ 11.41	\$ 9.71	\$ 9.96	\$ 12.59	\$ 12.59	\$ 17,205.86
		\$ 12.90	\$ 16.53	\$ 10.80	\$ 14.35	\$ 12.41	\$ 11.41	\$ 9.71	\$ 9.96	\$ 12.59	\$ 12.59	\$ 12.67
	3	\$ 20,048.80	\$ 29,728.40	\$ 10.80	\$ 20,819.25	\$ 18,012.00	\$ 11.73	\$ 9.98	\$ 10.22	\$ 12.59	\$ 12.59	\$ 17,504.62
		\$ 13.18	\$ 16.89	\$ 10.80	\$ 14.61	\$ 12.64	\$ 11.73	\$ 9.98	\$ 10.22	\$ 12.59	\$ 12.59	\$ 12.89
	4	\$ 20,520.00	\$ 30,395.20	\$ 10.80	\$ 21,175.50	\$ 18,339.75	\$ 12.01	\$ 10.21	\$ 10.45	\$ 12.59	\$ 12.59	\$ 17,830.54
		\$ 13.50	\$ 17.27	\$ 10.80	\$ 14.86	\$ 12.87	\$ 12.01	\$ 10.21	\$ 10.45	\$ 12.59	\$ 12.59	\$ 13.13
	5	\$ 20,960.80	\$ 31,028.80	\$ 10.80	\$ 21,531.75	\$ 18,667.50	\$ 12.36	\$ 10.51	\$ 10.76	\$ 12.59	\$ 12.59	\$ 18,142.88
		\$ 13.78	\$ 17.63	\$ 10.80	\$ 15.11	\$ 13.10	\$ 12.36	\$ 10.51	\$ 10.76	\$ 12.59	\$ 12.59	\$ 13.36
	6	\$ 21,401.60	\$ 31,644.80	\$ 10.80	\$ 21,916.50	\$ 18,995.25	\$ 12.67	\$ 10.79	\$ 11.04	\$ 12.59	\$ 12.59	\$ 18,482.38
		\$ 14.08	\$ 17.98	\$ 10.80	\$ 15.38	\$ 13.33	\$ 12.67	\$ 10.79	\$ 11.04	\$ 12.59	\$ 12.59	\$ 13.61
	7	\$ 21,857.60	\$ 32,296.80	\$ 10.80	\$ 22,272.75	\$ 19,339.75	\$ 13.01	\$ 11.07	\$ 11.31	\$ 12.59	\$ 12.59	\$ 18,767.56
		\$ 14.38	\$ 18.35	\$ 10.80	\$ 15.63	\$ 13.65	\$ 13.01	\$ 11.07	\$ 11.31	\$ 12.59	\$ 12.59	\$ 13.82
	8	\$ 22,298.40	\$ 32,929.60	\$ 10.80	\$ 22,614.75	\$ 19,636.50	\$ 13.30	\$ 11.33	\$ 11.57	\$ 12.59	\$ 12.59	\$ 19,079.90
		\$ 14.67	\$ 18.71	\$ 10.80	\$ 15.87	\$ 13.78	\$ 13.30	\$ 11.33	\$ 11.57	\$ 12.59	\$ 12.59	\$ 14.05
	9	\$ 22,739.20	\$ 33,580.80	\$ 10.80	\$ 22,999.50	\$ 19,984.25	\$ 13.57	\$ 11.54	\$ 11.79	\$ 12.59	\$ 12.59	\$ 19,419.40
		\$ 14.96	\$ 19.08	\$ 10.80	\$ 16.14	\$ 14.01	\$ 13.57	\$ 11.54	\$ 11.79	\$ 12.59	\$ 12.59	\$ 14.30
	10	\$ 23,195.20	\$ 34,232.00	\$ 10.80	\$ 23,370.00	\$ 20,292.00	\$ 13.91	\$ 11.84	\$ 12.08	\$ 12.59	\$ 12.59	\$ 19,731.74
		\$ 15.26	\$ 19.45	\$ 10.80	\$ 16.40	\$ 14.24	\$ 13.91	\$ 11.84	\$ 12.08	\$ 12.59	\$ 12.59	\$ 14.53
	11	\$ 23,651.20	\$ 34,883.20	\$ 10.80	\$ 23,726.25	\$ 20,605.50	\$ 14.27	\$ 12.15	\$ 12.39	\$ 12.59	\$ 12.59	\$ 20,057.66
		\$ 15.56	\$ 19.82	\$ 10.80	\$ 16.65	\$ 14.46	\$ 14.27	\$ 12.15	\$ 12.39	\$ 12.59	\$ 12.59	\$ 14.77
	12	\$ 24,092.00	\$ 35,200.00	\$ 10.80	\$ 23,911.50	\$ 20,933.25	\$ 14.59	\$ 12.42	\$ 12.66	\$ 12.59	\$ 12.59	\$ 20,356.42
		\$ 15.85	\$ 20.00	\$ 10.80	\$ 16.78	\$ 14.69	\$ 14.59	\$ 12.42	\$ 12.66	\$ 12.59	\$ 12.59	\$ 14.99
	13	\$ 24,534.40	\$ 35,534.40	\$ 10.80	\$ 24,125.25	\$ 21,118.50	\$ 14.76	\$ 12.56	\$ 12.81	\$ 12.59	\$ 12.59	\$ 20,519.38
		\$ 16.02	\$ 20.19	\$ 10.80	\$ 16.93	\$ 14.82	\$ 14.76	\$ 12.56	\$ 12.81	\$ 12.59	\$ 12.59	\$ 15.11
	14	\$ 24,993.60	\$ 35,921.60	\$ 10.80	\$ 24,353.25	\$ 21,318.00	\$ 14.89	\$ 12.67	\$ 12.92	\$ 12.59	\$ 12.59	\$ 20,688.76
		\$ 16.18	\$ 20.41	\$ 10.80	\$ 17.09	\$ 14.96	\$ 14.89	\$ 12.67	\$ 12.92	\$ 12.59	\$ 12.59	\$ 15.22
	15	\$ 24,967.20	\$ 36,308.80	\$ 10.80	\$ 24,595.50	\$ 21,560.25	\$ 15.00	\$ 12.76	\$ 13.00	\$ 12.59	\$ 12.59	\$ 20,858.86
		\$ 16.36	\$ 20.63	\$ 10.80	\$ 17.26	\$ 15.13	\$ 15.00	\$ 12.76	\$ 13.00	\$ 12.59	\$ 12.59	\$ 15.36
	16	\$ 25,140.80	\$ 36,696.00	\$ 10.80	\$ 24,837.75	\$ 21,788.25	\$ 15.19	\$ 12.94	\$ 13.18	\$ 12.59	\$ 12.59	\$ 21,049.00
		\$ 16.54	\$ 20.85	\$ 10.80	\$ 17.43	\$ 15.29	\$ 15.19	\$ 12.94	\$ 13.18	\$ 12.59	\$ 12.59	\$ 15.50
	17	\$ 25,429.60	\$ 35,043.84	\$ 10.80	\$ 25,051.50	\$ 22,044.75	\$ 15.47	\$ 13.12	\$ 13.36	\$ 12.59	\$ 12.59	\$ 21,225.54
		\$ 16.73	\$ 21.06	\$ 10.80	\$ 17.58	\$ 15.47	\$ 15.40	\$ 13.12	\$ 13.36	\$ 12.59	\$ 12.59	\$ 15.63

BASE PAY CONTRACT 2014-2015	8.75 B A S E	MECHANIC	BUS DRIVER	BUS MONITOR	SKILLED TRADES	MAINTENANCE TRADES	SHIPPING/REC & GENERAL MAINTENANCE	HEAD BUILDING CUSTODIAN	CUSTODIAN	HOURLY CUSTODIAN	LIBRARY PARA-PROFESSIONAL	TECHNICAL PARA-PROFESSIONAL	EDUC MONITORS	SECRETARY # B	SECRETARY # I	SECRETARY # V	
		2080	764	Hourly	2080	2080	2080	2080	2080	2080	Hourly	1552	1552	Hourly	1984	1664	1520
ANNUAL RATE	0	\$ 39,270.40	\$ 13,217.20		\$ 44,408.00	\$ 39,270.40	\$ 27,830.40	\$ 36,254.40	\$ 34,278.40		\$ 22,379.84	\$ 21,262.40		\$ 26,740.48	\$ 25,326.08	\$ 19,030.40	
HOURLY RATE		\$ 18.88	\$ 17.30	\$ 10.62	\$ 21.35	\$ 18.88	\$ 13.38	\$ 17.43	\$ 16.48	\$ 11.18	\$ 14.42	\$ 13.70	\$ 10.62	\$ 16.07	\$ 15.22	\$ 12.52	
ANNUAL RATE	1	\$ 40,060.80	\$ 13,507.52		\$ 45,198.40	\$ 40,060.80	\$ 28,600.00	\$ 36,920.00	\$ 34,944.00		\$ 22,907.52	\$ 21,885.92		\$ 27,356.16	\$ 25,925.12	\$ 19,486.40	
HOURLY RATE		\$ 19.26	\$ 17.68	\$ 10.97	\$ 21.73	\$ 19.26	\$ 13.75	\$ 17.75	\$ 16.80	\$ 11.56	\$ 14.76	\$ 13.96	\$ 10.97	\$ 16.44	\$ 15.58	\$ 12.82	
ANNUAL RATE	2	\$ 40,851.20	\$ 13,813.12		\$ 45,988.80	\$ 40,851.20	\$ 29,265.80	\$ 37,585.60	\$ 35,609.60		\$ 23,450.72	\$ 22,069.44		\$ 27,955.20	\$ 26,540.80	\$ 19,927.20	
HOURLY RATE		\$ 19.64	\$ 18.08	\$ 11.20	\$ 22.11	\$ 19.64	\$ 14.07	\$ 18.07	\$ 17.12	\$ 11.89	\$ 15.11	\$ 14.22	\$ 11.20	\$ 16.80	\$ 15.95	\$ 13.11	
ANNUAL RATE	3	\$ 41,662.40	\$ 14,103.44		\$ 46,779.20	\$ 41,662.40	\$ 29,889.60	\$ 38,251.20	\$ 36,254.40		\$ 23,962.88	\$ 22,472.96		\$ 28,570.88	\$ 27,123.20	\$ 20,383.20	
HOURLY RATE		\$ 20.03	\$ 18.46	\$ 11.55	\$ 22.49	\$ 20.03	\$ 14.37	\$ 18.39	\$ 17.43	\$ 12.30	\$ 15.44	\$ 14.48	\$ 11.55	\$ 17.17	\$ 16.30	\$ 13.41	
ANNUAL RATE	4	\$ 42,473.60	\$ 14,409.04		\$ 47,611.20	\$ 42,473.60	\$ 30,513.60	\$ 38,916.80	\$ 36,920.00		\$ 24,521.60	\$ 22,892.00		\$ 29,203.20	\$ 27,738.88	\$ 20,854.40	
HOURLY RATE		\$ 20.42	\$ 18.86	\$ 11.66	\$ 22.89	\$ 20.42	\$ 14.67	\$ 18.71	\$ 17.75	\$ 12.71	\$ 15.80	\$ 14.75	\$ 11.66	\$ 17.55	\$ 16.67	\$ 13.72	
ANNUAL RATE	5	\$ 43,264.00	\$ 14,714.64		\$ 48,401.60	\$ 43,264.00	\$ 31,179.20	\$ 39,582.40	\$ 37,585.60		\$ 25,033.76	\$ 23,295.52		\$ 29,818.88	\$ 28,337.92	\$ 21,295.20	
HOURLY RATE		\$ 20.80	\$ 19.26	\$ 12.20	\$ 23.27	\$ 20.80	\$ 14.99	\$ 19.03	\$ 18.07	\$ 12.99	\$ 16.13	\$ 15.01	\$ 12.20	\$ 17.92	\$ 17.03	\$ 14.01	
ANNUAL RATE	6	\$ 44,054.40	\$ 15,004.96		\$ 49,192.00	\$ 44,054.40	\$ 31,761.60	\$ 40,248.00	\$ 38,251.20		\$ 25,576.96	\$ 23,699.04		\$ 30,417.92	\$ 28,953.60	\$ 21,751.20	
HOURLY RATE		\$ 21.18	\$ 19.64	\$ 12.52	\$ 23.65	\$ 21.18	\$ 15.27	\$ 19.35	\$ 18.39	\$ 13.37	\$ 16.49	\$ 15.27	\$ 12.52	\$ 18.28	\$ 17.40	\$ 14.31	
ANNUAL RATE	7	\$ 44,865.60	\$ 15,310.56		\$ 49,982.40	\$ 44,865.60	\$ 32,406.40	\$ 40,913.60	\$ 38,916.80		\$ 26,104.64	\$ 24,102.56		\$ 31,033.60	\$ 29,552.64	\$ 22,222.40	
HOURLY RATE		\$ 21.57	\$ 20.04	\$ 12.85	\$ 24.03	\$ 21.57	\$ 15.58	\$ 19.67	\$ 18.71	\$ 13.74	\$ 16.82	\$ 15.53	\$ 12.85	\$ 18.85	\$ 17.78	\$ 14.62	
ANNUAL RATE	8	\$ 45,676.80	\$ 15,600.88		\$ 50,814.40	\$ 45,676.80	\$ 33,092.80	\$ 41,579.20	\$ 39,551.60		\$ 26,647.84	\$ 24,521.60		\$ 31,649.28	\$ 30,168.32	\$ 22,663.20	
HOURLY RATE		\$ 21.96	\$ 20.42	\$ 13.20	\$ 24.43	\$ 21.96	\$ 15.91	\$ 19.99	\$ 19.02	\$ 14.10	\$ 17.17	\$ 15.80	\$ 13.20	\$ 19.02	\$ 18.13	\$ 14.91	
ANNUAL RATE	9	\$ 46,467.20	\$ 15,891.20		\$ 51,604.80	\$ 46,467.20	\$ 33,737.60	\$ 42,224.00	\$ 40,227.20		\$ 27,175.52	\$ 24,925.12		\$ 32,264.96	\$ 30,767.36	\$ 23,119.20	
HOURLY RATE		\$ 22.34	\$ 20.80	\$ 13.52	\$ 24.81	\$ 22.34	\$ 16.22	\$ 20.30	\$ 19.34	\$ 14.51	\$ 17.51	\$ 16.06	\$ 13.52	\$ 19.39	\$ 18.49	\$ 15.21	
ANNUAL RATE	10	\$ 47,278.40	\$ 16,196.80		\$ 52,395.20	\$ 47,278.40	\$ 34,424.00	\$ 42,910.40	\$ 40,892.80		\$ 27,718.72	\$ 25,328.64		\$ 32,897.28	\$ 31,383.04	\$ 23,560.00	
HOURLY RATE		\$ 22.73	\$ 21.20	\$ 13.83	\$ 25.19	\$ 22.73	\$ 16.55	\$ 20.63	\$ 19.66	\$ 14.83	\$ 17.86	\$ 16.32	\$ 13.83	\$ 19.77	\$ 18.86	\$ 15.50	
ANNUAL RATE	11	\$ 48,068.80	\$ 16,494.76		\$ 53,185.60	\$ 48,068.80	\$ 35,006.40	\$ 43,576.00	\$ 41,516.80		\$ 28,246.40	\$ 25,732.16		\$ 33,512.96	\$ 31,998.72	\$ 24,031.20	
HOURLY RATE		\$ 23.11	\$ 21.59	\$ 14.18	\$ 25.57	\$ 23.11	\$ 16.83	\$ 20.95	\$ 19.96	\$ 15.18	\$ 18.20	\$ 16.58	\$ 14.18	\$ 20.14	\$ 19.23	\$ 15.81	
ANNUAL RATE	12	\$ 48,880.00	\$ 16,785.08		\$ 54,017.60	\$ 48,880.00	\$ 35,734.40	\$ 44,241.80	\$ 42,203.20		\$ 28,805.12	\$ 26,120.16		\$ 33,812.48	\$ 32,581.12	\$ 24,487.20	
HOURLY RATE		\$ 23.50	\$ 21.97	\$ 14.52	\$ 25.97	\$ 23.50	\$ 17.18	\$ 21.27	\$ 20.29	\$ 15.49	\$ 18.56	\$ 18.83	\$ 14.52	\$ 20.32	\$ 19.58	\$ 16.11	
ANNUAL RATE	13	\$ 49,212.80	\$ 16,983.72		\$ 54,350.40	\$ 49,212.80	\$ 36,379.20	\$ 44,574.40	\$ 42,536.00		\$ 29,084.48	\$ 26,337.44		\$ 34,145.28	\$ 32,930.56	\$ 24,745.60	
HOURLY RATE		\$ 23.66	\$ 22.23	\$ 14.84	\$ 26.13	\$ 23.66	\$ 17.49	\$ 21.43	\$ 20.45	\$ 15.82	\$ 18.74	\$ 18.97	\$ 14.84	\$ 20.52	\$ 19.79	\$ 16.28	
ANNUAL RATE	14	\$ 49,545.60	\$ 17,167.08		\$ 54,683.20	\$ 49,545.60	\$ 37,044.80	\$ 44,907.20	\$ 42,868.80		\$ 29,379.36	\$ 26,523.88		\$ 34,511.36	\$ 33,263.36	\$ 24,888.80	
HOURLY RATE		\$ 23.82	\$ 22.47	\$ 15.18	\$ 26.29	\$ 23.82	\$ 17.81	\$ 21.59	\$ 20.61	\$ 16.12	\$ 18.93	\$ 17.09	\$ 15.18	\$ 20.74	\$ 19.99	\$ 16.44	
ANNUAL RATE	15	\$ 49,899.20	\$ 17,388.64		\$ 55,036.80	\$ 49,899.20	\$ 37,659.60	\$ 45,280.80	\$ 43,243.20		\$ 29,720.80	\$ 26,772.00		\$ 34,877.44	\$ 33,629.44	\$ 25,277.60	
HOURLY RATE		\$ 23.99	\$ 22.76	\$ 15.52	\$ 26.46	\$ 23.99	\$ 18.12	\$ 21.76	\$ 20.79	\$ 16.45	\$ 19.15	\$ 17.25	\$ 15.52	\$ 20.96	\$ 20.21	\$ 16.63	
ANNUAL RATE	16	\$ 50,294.40	\$ 17,617.84		\$ 55,411.20	\$ 50,294.40	\$ 38,292.80	\$ 45,656.00	\$ 43,596.80		\$ 30,046.72	\$ 27,004.80		\$ 35,243.52	\$ 33,995.52	\$ 25,551.20	
HOURLY RATE		\$ 24.18	\$ 23.06	\$ 15.86	\$ 26.64	\$ 24.18	\$ 18.41	\$ 21.95	\$ 20.96	\$ 16.76	\$ 19.36	\$ 17.40	\$ 15.86	\$ 21.18	\$ 20.43	\$ 16.81	
ANNUAL RATE	17	\$ 50,648.00	\$ 17,839.40		\$ 55,785.60	\$ 50,648.00	\$ 38,937.60	\$ 46,009.60	\$ 43,992.00		\$ 30,372.64	\$ 27,253.12		\$ 35,626.24	\$ 34,394.88	\$ 25,855.20	
HOURLY RATE		\$ 24.35	\$ 23.35	\$ 16.19	\$ 26.82	\$ 24.35	\$ 18.72	\$ 22.12	\$ 21.15	\$ 17.08	\$ 19.57	\$ 17.56	\$ 16.19	\$ 21.41	\$ 20.67	\$ 17.01	

BASE PAY CONTRACT 2014-2015	8.75	B A S E	PRX	HEAD	ASSISTANT	HOURLY	SALAD	DISH	FOOD	ADULT	SPECIAL NEEDS
			RECEPTION	COOK	COOK	COOK	BAR	WASHER	RUN	LABORER	PARA- PROFESSIONAL
			Hourly	1425	1425	Hourly	Hourly	Hourly	Hourly	Hourly	1358
ANNUAL RATE	0		\$ 20,035.50	\$ 17,313.75							\$ 16,839.20
HOURLY RATE		\$ 10.98	\$ 14.06	\$ 12.15	\$ 11.01	\$ 9.37	\$ 9.61	\$ 12.79	\$ 12.79	\$ 12.40	
ANNUAL RATE	1		\$ 20,406.00	\$ 17,655.75							\$ 17,165.12
HOURLY RATE		\$ 10.98	\$ 14.32	\$ 12.39	\$ 11.35	\$ 9.66	\$ 9.91	\$ 12.79	\$ 12.79	\$ 12.64	
ANNUAL RATE	2		\$ 20,776.50	\$ 17,969.25							\$ 17,491.04
HOURLY RATE		\$ 10.98	\$ 14.58	\$ 12.61	\$ 11.60	\$ 9.87	\$ 10.12	\$ 12.79	\$ 12.79	\$ 12.88	
ANNUAL RATE	3		\$ 21,161.25	\$ 18,297.00							\$ 17,769.80
HOURLY RATE		\$ 10.98	\$ 14.85	\$ 12.84	\$ 11.92	\$ 10.14	\$ 10.39	\$ 12.79	\$ 12.79	\$ 13.10	
ANNUAL RATE	4		\$ 21,517.50	\$ 18,639.00							\$ 18,129.30
HOURLY RATE		\$ 10.98	\$ 15.10	\$ 13.08	\$ 12.20	\$ 10.38	\$ 10.62	\$ 12.79	\$ 12.79	\$ 13.35	
ANNUAL RATE	5		\$ 21,888.00	\$ 18,986.75							\$ 18,441.64
HOURLY RATE		\$ 10.98	\$ 15.36	\$ 13.31	\$ 12.56	\$ 10.68	\$ 10.93	\$ 12.79	\$ 12.79	\$ 13.58	
ANNUAL RATE	6		\$ 22,272.75	\$ 19,294.50							\$ 18,781.14
HOURLY RATE		\$ 10.98	\$ 15.63	\$ 13.54	\$ 12.88	\$ 10.97	\$ 11.21	\$ 12.79	\$ 12.79	\$ 13.83	
ANNUAL RATE	7		\$ 22,643.25	\$ 19,622.25							\$ 19,079.90
HOURLY RATE		\$ 10.98	\$ 15.89	\$ 13.77	\$ 13.22	\$ 11.25	\$ 11.50	\$ 12.79	\$ 12.79	\$ 14.05	
ANNUAL RATE	8		\$ 22,985.25	\$ 19,950.00							\$ 19,392.24
HOURLY RATE		\$ 10.98	\$ 16.13	\$ 14.00	\$ 13.52	\$ 11.51	\$ 11.76	\$ 12.79	\$ 12.79	\$ 14.28	
ANNUAL RATE	9		\$ 23,370.00	\$ 20,277.75							\$ 19,731.74
HOURLY RATE		\$ 10.98	\$ 16.40	\$ 14.23	\$ 13.79	\$ 11.73	\$ 11.98	\$ 12.79	\$ 12.79	\$ 14.53	
ANNUAL RATE	10		\$ 23,740.50	\$ 20,619.75							\$ 20,044.08
HOURLY RATE		\$ 10.98	\$ 16.66	\$ 14.47	\$ 14.14	\$ 12.03	\$ 12.27	\$ 12.79	\$ 12.79	\$ 14.76	
ANNUAL RATE	11		\$ 24,111.00	\$ 20,933.25							\$ 20,383.58
HOURLY RATE		\$ 10.98	\$ 16.92	\$ 14.69	\$ 14.51	\$ 12.35	\$ 12.60	\$ 12.79	\$ 12.79	\$ 15.01	
ANNUAL RATE	12		\$ 24,310.50	\$ 21,261.00							\$ 20,682.34
HOURLY RATE		\$ 10.98	\$ 17.06	\$ 14.92	\$ 14.83	\$ 12.62	\$ 12.87	\$ 12.79	\$ 12.79	\$ 15.23	
ANNUAL RATE	13		\$ 24,510.00	\$ 21,460.50							\$ 20,858.88
HOURLY RATE		\$ 10.98	\$ 17.20	\$ 15.06	\$ 15.00	\$ 12.77	\$ 13.01	\$ 12.79	\$ 12.79	\$ 15.36	
ANNUAL RATE	14		\$ 24,738.00	\$ 21,674.25							\$ 21,008.26
HOURLY RATE		\$ 10.98	\$ 17.36	\$ 15.21	\$ 15.13	\$ 12.88	\$ 13.13	\$ 12.79	\$ 12.79	\$ 15.47	
ANNUAL RATE	15		\$ 24,994.50	\$ 21,916.50							\$ 21,198.38
HOURLY RATE		\$ 10.98	\$ 17.54	\$ 15.38	\$ 15.24	\$ 12.96	\$ 13.21	\$ 12.79	\$ 12.79	\$ 15.61	
ANNUAL RATE	16		\$ 25,236.75	\$ 22,144.50							\$ 21,388.50
HOURLY RATE		\$ 10.98	\$ 17.71	\$ 15.54	\$ 15.44	\$ 13.15	\$ 13.40	\$ 12.79	\$ 12.79	\$ 15.75	
ANNUAL RATE	17		\$ 25,464.75	\$ 22,415.25							\$ 21,578.62
HOURLY RATE		\$ 10.98	\$ 17.87	\$ 15.73	\$ 15.65	\$ 13.33	\$ 13.58	\$ 12.79	\$ 12.79	\$ 15.89	

6.84 BASE PAY CONTRACT 2015-2016	B A S E	MECHANIC 2080	BUS DRIVER 784	BUS MONITOR Hourly	SKILLED TRADES 2080	MAINTENANCE TRADES 2080	SHIPPING/REC & GENERAL MAINTENANCE 2088	HEAD BUILDING CUSTODIAN 2080	CUSTODIAN 2080	HOURLY CUSTODIAN Hourly	LIBRARY PARA- PROFESSIONAL 1552	TECHNICAL PARA- PROFESSIONAL 1552	EDUC MONITORS Hourly	SECRETARY II B 1664	SECRETARY III 1664	SECRETARY IV 1520																
																	ANNUAL RATE	HOURLY RATE														
<i>*reopener for salaries 2015-2016</i>																																
0	\$	39,665.60	\$	13,354.72	\$	44,844.80	\$	39,665.60	\$	34,632.00	\$	22,612.64	\$	21,495.20	\$	27,023.36	\$	25,592.32	\$	19,228.00	\$	10.73	\$	13.85	\$	10.73	\$	16.24	\$	15.38	\$	12.65
1	\$	40,476.80	\$	13,652.68	\$	45,656.00	\$	40,476.80	\$	35,297.60	\$	23,155.84	\$	21,988.72	\$	27,638.04	\$	26,191.36	\$	19,684.00	\$	11.08	\$	14.11	\$	11.08	\$	16.61	\$	15.74	\$	12.95
2	\$	41,288.00	\$	13,958.28	\$	46,467.20	\$	41,288.00	\$	35,963.20	\$	23,683.52	\$	22,302.24	\$	28,238.08	\$	26,807.04	\$	20,400.00	\$	12.01	\$	15.26	\$	11.32	\$	16.97	\$	16.11	\$	13.25
3	\$	42,078.40	\$	14,248.60	\$	47,257.60	\$	42,078.40	\$	36,638.80	\$	24,211.20	\$	22,705.76	\$	28,853.76	\$	27,408.08	\$	20,586.00	\$	12.43	\$	15.60	\$	11.67	\$	17.34	\$	16.47	\$	13.55
4	\$	42,910.40	\$	14,554.20	\$	48,068.60	\$	42,910.40	\$	37,294.40	\$	24,769.92	\$	23,124.80	\$	29,502.72	\$	28,038.40	\$	21,067.20	\$	12.84	\$	15.96	\$	11.98	\$	17.73	\$	16.85	\$	13.66
5	\$	43,721.60	\$	14,857.44	\$	48,900.80	\$	43,721.60	\$	37,960.00	\$	25,297.60	\$	23,528.32	\$	30,116.40	\$	28,637.44	\$	21,508.00	\$	13.12	\$	16.30	\$	12.33	\$	18.10	\$	17.21	\$	14.15
6	\$	44,512.00	\$	15,165.40	\$	49,691.20	\$	44,512.00	\$	38,646.40	\$	25,840.80	\$	23,947.36	\$	30,717.44	\$	29,253.12	\$	21,979.20	\$	13.51	\$	16.55	\$	12.65	\$	18.46	\$	17.58	\$	14.46
7	\$	45,323.20	\$	15,463.36	\$	50,502.40	\$	45,323.20	\$	39,312.00	\$	26,384.00	\$	24,350.88	\$	31,348.76	\$	29,652.16	\$	22,450.40	\$	13.88	\$	17.00	\$	12.99	\$	18.84	\$	17.94	\$	14.77
8	\$	46,155.20	\$	15,761.32	\$	51,334.40	\$	46,155.20	\$	39,956.80	\$	26,911.68	\$	24,769.92	\$	31,965.44	\$	30,467.84	\$	22,906.40	\$	14.24	\$	17.34	\$	13.33	\$	19.21	\$	18.31	\$	15.07
9	\$	46,945.60	\$	16,059.28	\$	52,124.80	\$	46,945.60	\$	40,643.20	\$	27,454.88	\$	25,173.44	\$	32,581.12	\$	31,083.52	\$	23,347.20	\$	14.65	\$	17.69	\$	13.66	\$	19.58	\$	18.68	\$	15.36
10	\$	47,756.80	\$	16,354.88	\$	52,936.00	\$	47,756.80	\$	41,308.80	\$	27,998.08	\$	25,576.96	\$	33,230.08	\$	31,695.20	\$	23,803.20	\$	14.88	\$	18.04	\$	13.97	\$	19.87	\$	19.05	\$	15.66
11	\$	48,568.00	\$	16,662.84	\$	53,747.20	\$	48,568.00	\$	41,953.60	\$	28,541.28	\$	25,986.00	\$	33,845.76	\$	32,314.88	\$	24,274.40	\$	15.34	\$	18.39	\$	14.33	\$	20.34	\$	19.42	\$	15.97
12	\$	49,379.20	\$	16,960.80	\$	54,558.40	\$	49,379.20	\$	42,619.20	\$	29,080.00	\$	26,389.52	\$	34,461.82	\$	32,913.92	\$	24,730.40	\$	15.65	\$	18.75	\$	14.67	\$	20.53	\$	19.78	\$	16.27
13	\$	49,732.80	\$	17,159.44	\$	54,912.00	\$	49,732.80	\$	42,972.80	\$	29,394.88	\$	26,601.28	\$	34,894.72	\$	33,280.00	\$	25,004.00	\$	15.99	\$	18.94	\$	14.99	\$	20.73	\$	20.00	\$	16.45
14	\$	50,065.60	\$	17,347.80	\$	55,244.80	\$	50,065.60	\$	43,305.60	\$	29,674.24	\$	26,803.04	\$	35,316.80	\$	33,612.80	\$	25,247.20	\$	16.29	\$	19.12	\$	15.34	\$	20.85	\$	20.20	\$	16.61
15	\$	50,419.20	\$	17,572.00	\$	55,598.40	\$	50,419.20	\$	43,650.00	\$	30,031.20	\$	27,051.36	\$	35,743.52	\$	33,978.88	\$	25,536.00	\$	16.62	\$	19.35	\$	15.68	\$	21.18	\$	20.42	\$	16.80
16	\$	50,814.40	\$	17,801.20	\$	55,993.60	\$	50,814.40	\$	44,054.40	\$	30,357.12	\$	27,284.16	\$	36,168.00	\$	34,344.96	\$	25,809.60	\$	16.93	\$	19.56	\$	16.02	\$	21.40	\$	20.64	\$	16.98
17	\$	51,168.00	\$	18,022.76	\$	56,347.20	\$	51,168.00	\$	44,449.60	\$	30,683.04	\$	27,532.48	\$	36,592.32	\$	34,744.32	\$	26,113.60	\$	17.26	\$	19.77	\$	16.36	\$	21.63	\$	20.88	\$	17.18

BASE PAY CONTRACT 2015-2016	8.84	B A S E	PBX RECEPTION	HEAD COOK	ASSISTANT COOK	HOURLY COOK	SALAD BAR	DISH WASHER	FOOD RUN	ADULT LABORER	SPECIAL NEEDS PARA-PROFESSIONAL	
			Hourly	1425	1425	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	1358
ANNUAL RATE	0		\$ 20,249.25	\$ 17,489.00							\$ 17,015.74	
HOURLY RATE		\$ 11.09	\$ 14.21	\$ 12.28	\$ 11.12	\$ 9.46	\$ 9.71	\$ 12.92	\$ 12.92	\$ 12.53		
ANNUAL RATE	1		\$ 20,619.75	\$ 17,826.75							\$ 17,341.86	
HOURLY RATE		\$ 11.09	\$ 14.47	\$ 12.51	\$ 11.47	\$ 9.76	\$ 10.01	\$ 12.92	\$ 12.92	\$ 12.77		
ANNUAL RATE	2		\$ 20,990.25	\$ 18,154.50							\$ 17,667.58	
HOURLY RATE		\$ 11.09	\$ 14.73	\$ 12.74	\$ 11.72	\$ 9.97	\$ 10.22	\$ 12.92	\$ 12.92	\$ 13.01		
ANNUAL RATE	3		\$ 21,375.00	\$ 18,482.25							\$ 17,979.92	
HOURLY RATE		\$ 11.09	\$ 15.00	\$ 12.97	\$ 12.04	\$ 10.25	\$ 10.50	\$ 12.92	\$ 12.92	\$ 13.24		
ANNUAL RATE	4		\$ 21,731.25	\$ 18,824.25							\$ 18,305.84	
HOURLY RATE		\$ 11.09	\$ 15.25	\$ 13.21	\$ 12.33	\$ 10.48	\$ 10.73	\$ 12.92	\$ 12.92	\$ 13.48		
ANNUAL RATE	5		\$ 22,101.75	\$ 19,166.25							\$ 18,631.76	
HOURLY RATE		\$ 11.09	\$ 15.51	\$ 13.45	\$ 12.69	\$ 10.79	\$ 11.04	\$ 12.92	\$ 12.92	\$ 13.72		
ANNUAL RATE	6		\$ 22,500.75	\$ 19,494.00							\$ 18,971.26	
HOURLY RATE		\$ 11.09	\$ 15.79	\$ 13.68	\$ 13.01	\$ 11.08	\$ 11.33	\$ 12.92	\$ 12.92	\$ 13.97		
ANNUAL RATE	7		\$ 22,871.25	\$ 19,821.75							\$ 19,270.02	
HOURLY RATE		\$ 11.09	\$ 16.05	\$ 13.91	\$ 13.36	\$ 11.37	\$ 11.62	\$ 12.92	\$ 12.92	\$ 14.19		
ANNUAL RATE	8		\$ 23,227.50	\$ 20,149.50							\$ 19,595.94	
HOURLY RATE		\$ 11.09	\$ 16.30	\$ 14.14	\$ 13.66	\$ 11.63	\$ 11.88	\$ 12.92	\$ 12.92	\$ 14.43		
ANNUAL RATE	9		\$ 23,612.25	\$ 20,491.50							\$ 19,935.44	
HOURLY RATE		\$ 11.09	\$ 16.57	\$ 14.38	\$ 13.93	\$ 11.85	\$ 12.10	\$ 12.92	\$ 12.92	\$ 14.68		
ANNUAL RATE	10		\$ 23,982.75	\$ 20,833.50							\$ 20,261.36	
HOURLY RATE		\$ 11.09	\$ 16.83	\$ 14.62	\$ 14.28	\$ 12.15	\$ 12.40	\$ 12.92	\$ 12.92	\$ 14.92		
ANNUAL RATE	11		\$ 24,353.25	\$ 21,147.00							\$ 20,587.28	
HOURLY RATE		\$ 11.09	\$ 17.09	\$ 14.84	\$ 14.65	\$ 12.48	\$ 12.72	\$ 12.92	\$ 12.92	\$ 15.16		
ANNUAL RATE	12		\$ 24,552.75	\$ 21,489.00							\$ 20,899.62	
HOURLY RATE		\$ 11.09	\$ 17.23	\$ 15.08	\$ 14.98	\$ 12.75	\$ 13.00	\$ 12.92	\$ 12.92	\$ 15.39		
ANNUAL RATE	13		\$ 24,766.50	\$ 21,674.25							\$ 21,062.58	
HOURLY RATE		\$ 11.09	\$ 17.38	\$ 15.21	\$ 15.15	\$ 12.90	\$ 13.15	\$ 12.92	\$ 12.92	\$ 15.51		
ANNUAL RATE	14		\$ 24,994.50	\$ 21,688.00							\$ 21,225.54	
HOURLY RATE		\$ 11.09	\$ 17.54	\$ 15.36	\$ 15.29	\$ 13.01	\$ 13.26	\$ 12.92	\$ 12.92	\$ 15.63		
ANNUAL RATE	15		\$ 25,251.00	\$ 22,144.50							\$ 21,429.24	
HOURLY RATE		\$ 11.09	\$ 17.72	\$ 15.54	\$ 15.40	\$ 13.10	\$ 13.35	\$ 12.92	\$ 12.92	\$ 15.78		
ANNUAL RATE	16		\$ 25,493.25	\$ 22,372.50							\$ 21,605.78	
HOURLY RATE		\$ 11.09	\$ 17.89	\$ 15.70	\$ 15.60	\$ 13.28	\$ 13.53	\$ 12.92	\$ 12.92	\$ 15.91		
ANNUAL RATE	17		\$ 25,721.25	\$ 22,643.25							\$ 21,795.90	
HOURLY RATE		\$ 11.09	\$ 18.05	\$ 15.89	\$ 15.81	\$ 13.47	\$ 13.72	\$ 12.92	\$ 12.92	\$ 16.05		



# THE MIDVIEW SCHOOLS

*Expecting More, Achieving More*

Administrative Offices • 13050 Durkee Rd. Grafton, OH 44044 • MidviewK12.org  
Phone: 440-748-5353 • Fax: 440-748-5395 • Treasurer's Office Fax: 440-748-5396

## CERTIFICATE

RE: ONE YEAR NEGOTIATED AGREEMENT WITH OAPSE #186, JULY 1, 2013 –  
JUNE 30, 2014 (Board approved January 29, 2014)

The undersigned, Treasurer of the Board of Education of the Midview Local School District, Ohio, certifies that the amount required to meet the obligations of the Board during Fiscal Year 2014 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the Treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

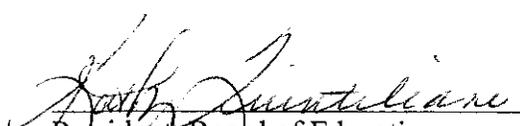
The undersigned, Treasurer and President of the Board of Education of the Midview Local School District, Ohio, and the Superintendent of Schools of the Midview Local School District, Ohio, hereby certify that the District has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the applicable succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

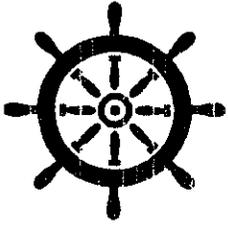
This Certificate is given in compliance with Sections 5705.41, 5705.412 (and 5705.44 if applicable) of the Revised Code.

Dated Jan 29, 2014

  
\_\_\_\_\_  
Treasurer, Board of Education  
Midview Local School District, Ohio

  
\_\_\_\_\_  
Superintendent of Schools  
Midview Local School District, Ohio

  
\_\_\_\_\_  
President, Board of Education  
Midview Local School District, Ohio



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## CERTIFICATE

RE: THREE YEAR NEGOTIATED AGREEMENT WITH OAPSE #186, JULY1, 2014  
– JUNE 30, 2017 (Board approved January 29, 2014)

The undersigned, Treasurer of the Board of Education of the Midview Local School District, Ohio, certifies that the amount required to meet the obligations of the Board during Fiscal Year 2014 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the Treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

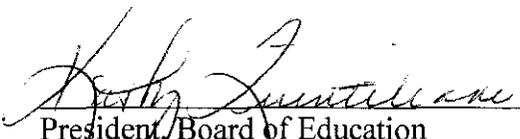
The undersigned, Treasurer and President of the Board of Education of the Midview Local School District, Ohio, and the Superintendent of Schools of the Midview Local School District, Ohio, hereby certify that the District has in effect for the term of the contract the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the applicable succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5705.412 (and 5705.44 if applicable) of the Revised Code.

Dated Jun 29, 2014

  
\_\_\_\_\_  
Treasurer, Board of Education  
Midview Local School District, Ohio

  
\_\_\_\_\_  
Superintendent of Schools  
Midview Local School District, Ohio

  
\_\_\_\_\_  
President, Board of Education  
Midview Local School District, Ohio